# *ADVERTISEMENT.*

IN moſt of theſe PRECEDENTS, the *Dates*, *Parties Names*, *Places of Abode*, *Additions* and *Parcels* are omitted, as uſeleſs; and initial Letters ſubſtituted, ſufficient to make them intelligible, in order to prevent ſwelling the Book with inſignificant Matter.

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*By* JOB MILL *Gent. one of the Attornies of his Majeſty's Court of* Common Pleas.

——*Si quid noviſti rectius iſtis;*
*Candidus Imperti: Si non, his utere mecum.* HOR.

In the SAVOY:
Printed by HENRY LINTOT (Aſſignee of *Edw. Sayer* Eſq;) for
D. Browne, C. Bathurſt, G. Hawkins, W. Sandby, and C. Ward.
M.DCC.XLV.

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# Agreements.

## *An Agreement for Sale of a Freehold Eſtate.*

MEmorandum, the firſt Day of *May* in the Year of our Lord 1740, it is agreed between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part, as followeth, that is to ſay, The ſaid *A. B.* for himſelf and his Heirs doth hereby covenant and agree to and with the ſaid *C. D.* for the Conſideration herein after mentioned, that he the ſaid *A. B.* or his Heirs ſhall and will before —— next enſuing, at the Charge of the ſaid *C. D.* by good and ſufficient Conveyances in the Law aſſure and convey to the ſaid *C. D.* and his Heirs the Manor of *E.* in the County of *M.* and the capital Meſſuage there, wherein the ſaid *A. B.* now dwells, and all and every other the Manors, Meſſuages, Farms, Lands, Tithes and Hereditaments of the ſaid *A. B.* in the ſaid Manor or elſewhere in the ſaid County of *M.* the ſaid *C. D.* to have a good Eſtate in Fee-Simple free from all Incumbrances, *except* —— *per Ann.* payable to *E. F.* of, *&c.* the Title to be ſuch as the Counſel learned in the Law of the ſaid *C. D.* ſhall approve. *In Conſideration* whereof the ſaid *C. D.* doth hereby for himſelf and his Heirs agree, on the executing and perfecting ſuch Conveyances as aforeſaid, to pay to the ſaid *A. B.* the Sum of —— of good and lawful Money of *Great Britain*, being the Purchaſe Money agreed on; the ſaid *C. D.* to have all future Rents, Fines and Profits; the ſaid *A. B.* hereby covenants and agrees with the ſaid *C. D.* that the ſaid Eſtate in the Schedule annexed is now really and truly let as therein mentioned, (*except* as to the Tithes which are now let at —— *and* except the Fines which are computed as near as can be) without any Fraud or private Agreement with the Tenants. *In Witneſs* whereof the ſaid *A. B.* and *C. D.* have to two Parts of this Agreement ſet their Hands and Seals the Day and Year firſt above written.

## *Articles for Sale of a Freehold Eſtate, and the Timber thereon.*

*Articles* of *Agreement* indented, made, concluded and agreed upon the firſt Day of *May* in the thirteenth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain*, *France* and *Ireland* King, Defender of the Faith, *&c.* and in the Year of our Lord 1740, between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part, in Manner following.

Recital that *C. D.* hath agreed with *A. B.* for the Purchaſe of the Eſtate,

after the Rate of 23 Years.

The Timber to be valued and paid for by *C. D.* over and above the 23 Years Purchaſe, which Timber with the Bark, Lops and Tops are to be valued by two indifferent Perſons, one to be named by *A. B.* and the other by *C. D.* and if they can't agree, then they are to chuſe a third Perſon.

IMprimis, *Whereas* the ſaid *C. D.* hath contracted and agreed with the ſaid *A. B.* for the abſolute Purchaſe of the Fee-Simple and Inheritance of all that the Manor and Eſtate of him the ſaid *A. B.* ſituate and being at, *&c.* as the ſame Manor and Eſtate is deſcribed and ſet forth in the Particular hereunder written: *And whereas* the ſaid *C. D.* hath contracted and agreed with the ſaid *A. B.* for the abſolute Purchaſe of the ſaid Eſtate, after the Rate of 23 Years Purchaſe for the neat Rent, after the Deduction of the Outgoings and Incumbrances: *And whereas* it is agreed between the ſaid Parties, that the Timber (which is conſiderable) on the ſaid Eſtate and Premiſſes ſo contracted for is to be valued and paid for by the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, over and above the 23 Years Purchaſe agreed to be paid for the ſaid Manor and Lands, which Timber with the Bark, Lops and Tops thereof are to be valued by two indifferent Perſons ſkilful in meaſuring and valuing Timber, one Perſon whereof is to be named and choſe by the ſaid *A. B.* and the other Perſon is to be named and choſe by the ſaid *C. D.* and if they can't agree upon a Price in the Valuation, then ſuch Perſons ſo choſe to chuſe a third Perſon as an Umpire, who is to end the Difference between the other two Perſons, which Umpire is to be a Perſon ſkilled in meaſuring and valuing Timber: *And whereas* there is now a Mortgage of about 2000 *l.* and Intereſt upon the ſaid Eſtate, and the Perſon, whom the Intereſt of ſuch Mortgage

Recital that there is a Mortgage of about 2000 l. and Intereſt upon the Eſtate, and the Mortgagee being deſirous to have the ſame paid in, *C. D.* hath agreed, as ſoon as Counſel can approve the Title, to prepare an Aſſignment of the Mortgage, to advance to *A. B.* 2000 l. to pay off ſuch Mortgage, which is at the ſame Time to be aſſigned to *C. D.* or as he ſhall appoint.

is veſted in, being deſirous to have the ſame paid in, the ſaid *C. D.* hath agreed as ſoon as Counſel learned in the Law can approve the ſaid Title, to prepare a legal Aſſignment of the ſaid Mortgage to the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, to advance unto the ſaid *A. B.* his Heirs or Aſſigns, the Sum of 2000 *l.* to enable the ſaid *A. B.* to pay off ſuch Mortgage, which is at the ſame Time to be aſſigned and conveyed to the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, or to ſuch Perſon or Perſons as he or they ſhall direct, by the ſaid *A. B.* his Heirs and Aſſigns, and all other proper Perſons, at the Coſts of the ſaid *A. B.* but in ſuch Manner as Counſel of the ſaid *C. D.* his Heirs or Aſſigns ſhall approve: *Now theſe preſent Articles witneſs*, and the ſaid *A. B.* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, grant and agree to and with the ſaid *C. D.* his Heirs and Aſſigns by theſe Preſents, that he the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, ſhall and will, in Conſideration of the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, paying unto him the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, ſo much Money as the ſame Manor, Eſtate and Timber, with the Bark, Lops and Tops thereof ſhall amount unto, according to the underwritten Particular, the Manor, Eſtate and Land at the Rate of 23 Years Purchaſe, and the Timber to be valued in Manner as aforeſaid, convey and aſſure the ſaid Manor and Eſtate (mentioned in the ſaid Particular) within three Months next, &c. unto the ſaid *C. D.* his Heirs and Aſſigns, to the only Uſe and Behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever, or the Fee-Simple and Inheritance thereof, to ſome other Perſon or Perſons in Truſt for the ſaid *C. D.* his Heirs and Aſſigns, free from all Charges and Incumbrances whatſoever, except the Incumbrance mentioned in the underwritten Particular.

*A. B.* covenants in Conſideration of *C. D.*'s paying to him ſo much Money as the Eſtate and Timber, &c. ſhall amount unto, to convey the Eſtate within three Months to *C. D.* &c.

*Item*, the ſaid *C. D.* for himſelf, his Heirs and Aſſigns doth covenant, grant and agree to and with the ſaid *A. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents in Manner following, (that is to ſay) That he the ſaid *C. D.* his Heirs, Executors or Adminiſtrators ſhall and will upon having a good Title made to him, or to any other Perſon in Truſt for him, of the ſaid Eſtate and Premiſſes as he ſhall direct, as ſoon as poſſible pay and advance the Sum of 2000 *l.* of good and lawful Money of *Great Britain*, unto the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, to enable him or them to pay

*C. D.* covenants that he will, upon having a good Title, advance and pay 2000 l. to pay off the ſaid Mortgage, the ſame being at the ſame Time to be aſſigned to *C. D.* or to ſuch Perſon as he ſhall direct, for ſecuring the 2000 l. in Manner as Counſel ſhall direct.

off and diſcharge the ſaid Mortgage now reſting due on the ſaid Eſtate; the ſame Mortgage being at the ſame Time to be aſſigned to the ſaid *C. D.* or his Heirs, or to ſuch Perſon or Perſons as he or they ſhall direct, for ſecuring the ſame Sum of 2000 *l.* in ſuch Manner as the Counſel learned in the Law of the ſaid *C. D.* or his Heirs ſhall direct or adviſe. *And* that he the ſaid *C. D.* his Heirs, Executors or Adminiſtrators ſhall and will, upon having a good Title alſo made to him and his Heirs of the Freehold and Inheritance of the ſaid Manor, Lands and Premiſſes mentioned in the ſaid under written Particular, free from all Incumbrances, in ſuch Manner as the Counſel of the ſaid *C. D.* his Heirs, Executors or Adminiſtrators ſhall direct and appoint, (the ſaid *C. D.* his Heirs, Executors or Adminiſtrators to be at the ſole Expence of making ſuch Title and Conveyance to him and his Heirs, or his or their Truſtee or Truſtees, from the ſaid *A. B.* and his Heirs, or his or their Truſtee or Truſtees) upon or before the Executing ſuch Conveyance or Conveyances of the ſaid Eſtate and Premiſſes unto the ſaid *C. D.* his Heirs and Aſſigns, or to ſome other Perſon or Perſons in Truſt for him or them, by the ſaid *A. B.* his Heirs or Aſſigns, or his or their Truſtee or Truſtees, pay or cauſe to be paid unto the ſaid *A. B.* his Heirs or Aſſigns ſo much good and lawful Money of *Great Britain*, as the Eſtate and Premiſſes after all Deductions, Outgoings and Incumbrances ſhall amount unto, at the Rate of 23 Years Purchaſe; as alſo ſo much more good and lawful Money of *Great Britain*, as the Timber, Bark, Lops and Tops on the ſaid Eſtate (being valued as before directed) ſhall alſo amount unto; the ſaid 2000 *l.* to be advanced on the ſaid Mortgage, being Part of ſuch Purchaſe Money.

*C. D.* will, upon having a good Title alſo made to him of the Inheritance of the Eſtate free from Incumbrances, in Manner as Counſel ſhall direct (*C. D.* to be at the ſole Expence of making ſuch Title and Conveyance) upon executing ſuch Conveyance, pay to *A. B.* ſo much Money as the Eſtate after all Deductions ſhall amount unto, at the Rate of 23 Years Purchaſe; as alſo ſo much more Money as the Timber, &c. ſhall amount unto; the ſaid 2000 l. to be advanced on the ſaid Mortgage, being Part of ſuch Purchaſe Money.

*Item*, It is agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Perſons ſo to be choſe to value the ſaid Timber are alſo in like Manner to value all the Oak, Aſh and Elm Trees under the Size of Timber ſtanding and growing on the ſaid Premiſſes, if ſuch Trees or ſo many thereof as are in the Judgment of ſuch Perſons ſo to be choſe in Manner as aforeſaid uſually paid for in Purchaſes. *And* alſo ſuch Perſons ſo to be choſe as aforeſaid are in like Manner to value the Growth

The Perſons to be choſe to value the ſaid Timber are in like Manner to value all the Oak, Aſh and Elm Trees under the Size of Timber, &c. if ſuch Trees are uſually paid for in Purchaſe. And ſuch Perſons are to value the Growth of the Woods and Underwoods, but Regard is to be had in valuing the ſame, to leave ſo much Timber Trees and Woods as are ſufficient to repair the Farm and find the ſame with Firewood.

of the Woods and Underwoods belonging to the ſaid Premiſſes according to the Cuſtom of that Country, but Regard is to be had in valuing the ſame, to leave ſo much Timber Trees and Woods as are ſufficient to repair the Farm and find the ſame with Firewood. *And* whatever Sum of Money the ſame Trees, Woods and Underwoods ſo to be valued ſhall amount unto, that is to be added to and to be Part of the Purchaſe Money hereby contracted for.

And whatever Money the ſame ſhall amount unto, that is to be added to and be Part of the Purchaſe Money.

*Item,* It is alſo agreed between ſaid Parties, that the Copyhold Fines due or belonging to the ſaid Manor upon a Death or Alienation, are alſo to be valued by two other Perſons, one to be choſe by the ſaid *A. B.* his Heirs or Aſſigns, and the other by the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, who are to compute what the ſame are worth *communibus Annis*; and the ſaid *C. D.* is to pay after the Rate of 23 Years Purchaſe for what the ſame ſhall be computed, taking at the Medium of what the Fines have produced for the laſt 23 Years, to be worth yearly, and whatever Sum of Money the ſame ſhall upon ſuch Computation amount unto, it is to be added unto and be Part of the Purchaſe Money hereby contracted for.

The Copyhold Fines upon a Death or Alienation are alſo to be valued by two other Perſons, who are to compute what the ſame are worth, and *C. D.* is to pay after the Rate of 23 Years Purchaſe for what the ſame ſhall be computed; and what Money the ſame ſhall upon ſuch Computation amount unto, is to be added unto and be Part of the Purchaſe Money.

*Item, And laſtly,* it is hereby agreed by and between the ſaid Parties to theſe Preſents, and the true Intent and Meaning of theſe Preſents are, that it ſhall and may be lawful for the ſaid *C. D.* his Heirs and Aſſigns to enter upon the ſaid Manor and Premiſſes at or upon the 25th of Day of this Inſtant *March*, and to have and receive the Rents and Profits of the ſame Premiſſes from the ſaid 25th of this Inſtant *March* for his own Uſe and Benefit, he the ſaid *C. D.* his Heirs, Executors or Adminiſtrators in Lieu thereof allowing and paying unto the ſaid *A. B.* his Heirs and Aſſigns 5 *l. per Cent. per Annum* for the whole Purchaſe Money agreed to be given and contracted for for the ſaid Eſtate, until any Part of the ſaid Purchaſe Money ſhall be paid to the ſaid *A. B.* or to his Heirs, or to any Perſon to his or their Uſe, then the Intereſt of ſo much of the ſaid Purchaſe Money ſo to be paid as aforeſaid ſhall ceaſe, and the Intereſt after the Rate aforeſaid ſhall be paid and an-

Agreed that *C. D.* ſhall enter on the Premiſſes, &c. and to have the Rents from the 25th of March, *C. D.* in Lieu thereof paying to *A. B.* 5 l. per Cent. for the whole Purchaſe Money, until any Part of the Purchaſe Money ſhall be paid to *A. B.* &c. then the Intereſt of ſo much of the Purchaſe Money ſo to be paid as aforeſaid ſhall ceaſe, and the Intereſt after the Rate aforeſaid ſhall be paid for the Remainder of ſuch Purchaſe Money only.

ſwered for the Remainder of ſuch Purchaſe Money only. *In Witneſs* whereof the ſaid Parties to theſe Preſents have hereunto interchangeably ſet their Hands and Seals the Day and Year firſt above written. The Particular referred to in the above Articles. [*Here inſert the Particular.*]

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## *Articles for Sale of a Copyhold Eſtate.*

*Articles* of *Agreement* indented, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part.

Recital of the Agreement.

*WHereas* the ſaid *C. D.* hath on the Day of the Date hereof contracted and agreed with the ſaid *A. B.* for the Purchaſe of the Copyhold Meſſuages, Lands, Tenements and Hereditaments herein after mentioned for the Sum of —— to be paid by the ſaid *C. D.* to the ſaid *A. B.* at and upon the ſurrendering of the ſaid Copyhold Meſſuages, Lands, Tenements and Hereditaments, to the Uſe of him, his Heirs and Aſſigns for ever, according to the Cuſtom whereof the ſame Premiſſes are held: *Now theſe preſent Articles witneſs*, that for and in Conſideration of the Sum of —— of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *C. D.* his Heirs, Executors and Adminiſtrators for ever by theſe Preſents, he the ſaid *A. B.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, grant and agree to and with the ſaid *C. D.* his Heirs and Aſſigns in Manner and Form following, that is to ſay, That he the ſaid *A. B.* ſhall and will on or before the —— Day of, *&c.* ſurrender into the Hands of the Lord of the Manor of *L.* in the County of *S.* by the Rod, by the Hands of the Steward of the ſaid Manor, or by the Hands of two or more cuſtomary Tenants of the ſaid Manor, or otherwiſe according to the Cuſtom thereof, *All* that, *&c.* *To the only Uſe and Behoof* of the ſaid *C. D.* his Heirs and Aſſigns for ever; *And* that for and notwithſtanding any Act, Matter or Thing by the ſaid *A. B.* done, committed or ſuffered to the contrary, he the ſaid *A. B.* at the Time of the Enſealing and De-

Conſideration.

Vendor covenants to ſurrender the Premiſſes.

That notwithſtanding any Act done by him he is lawfully ſeiſed.

livery of theſe Preſents, is and ſtandeth, and ſo (until a good and perfect Eſtate of Inheritance of and in the ſaid Premiſſes ſhall be veſted and ſettled in the ſaid *C. D.* his Heirs and Aſſigns, according to the Cuſtom of the ſaid Manor) ſhall be and ſtand lawfully and rightfully ſeiſed of and in the ſaid Premiſſes before mentioned or intended to be ſurrendered, and every Part and Parcel thereof, with the Appurtenances, of a good Eſtate of Inheritance, according to the Cuſtom of the ſaid Manor, without any Truſt, Power of Revocation, or Limitation of Uſe or Eſtate, or any other Cauſe or Thing whatſoever, to incumber, defeat or evict the ſame: *And* that for and notwithſtanding any ſuch Act, Matter or Thing done, committed or ſuffered as aforeſaid, he the ſaid *A. B.* hath in himſelf full Power, good Title and lawful Authority, according to the Cuſtom of the ſaid Manor, to ſurrender all and ſingular the ſaid Premiſſes herein before mentioned or intended to be ſurrendered, and every Part and Parcel thereof, with the Appurtenances, unto and to the Uſe of the ſaid *C. D.* his Heirs and Aſſigns for ever, according to the Cuſtom of the ſaid Manor: *And alſo*, that for and notwithſtanding any ſuch Act, Matter or Thing done, committed or ſuffered as aforeſaid, he the ſaid *C. D.* his Heirs and Aſſigns, ſhall and lawfully may, from Time to Time and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Premiſſes herein before mentioned, with the Appurtenances, without the Let, Suit, Trouble, Interruption or Eviction of him the ſaid *A. B.* his Heirs or Aſſigns, or any other Perſon or Perſons lawfully claiming or to claim by, from or under him, them or any of them, or under his or their Act, Right, Title, Intereſt, Privity, Conſent or Procurement; *And* that free and clear, and freely and clearly acquitted, freed and diſcharged of and from all former and other Surrender and Surrenders, Grants, Mortgages, Eſtates, Titles, Troubles and Incumbrances whatſoever, (*Except* Quit-rents due and payable to the Lord of the ſaid Manor) had, made, done, committed or ſuffered, or hereafter to be had, made, done, committed or ſuffered, by the ſaid *A. B.* his Heirs or Aſſigns; *And further*, that he the ſaid *A. B.* his Heirs and Aſſigns, and all and every other Perſon and Perſons now having or lawfully claiming, or which ſhall or may hereafter claim any Manner of Eſtate, Right, Title or Intereſt into or out of the ſaid Premiſſes herein before mentioned, and intended to be ſurrendered, or any Part thereof, by, from or under him, them or any of them, ſhall and will from Time to

Power to Surrender.

For quiet Enjoyment.

Free from Incumbrances, Except Quit-rent.

For further Aſſurance.

to Time and at all Times hereafter, within the Space of ten Years next enſuing, at the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *C. D.* his Heirs and Aſſigns, make, do, acknowledge, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, ſuffered and executed all and every ſuch further Act and Acts, Thing and Things, Device and Devices, Aſſurance and Aſſurances in the Law whatſoever for the aſſuring, ratifying and confirming of all and ſingular the ſaid Premiſſes herein before mentioned and intended to be ſurrendered, with the Appurtenances, unto the ſaid *C. D.* his Heirs and Aſſigns, according to the Cuſtom of the ſaid Manor, and the true Intent and Meaning of theſe Preſents, as by the ſaid *C. D.* his Heirs or Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably deviſed or adviſed and required, ſo as the Party or Parties executing ſuch further Aſſurance and Aſſurances by Force of theſe Preſents, be not compelled or compellable to go above the Space of ten Miles from his or their Place or Places of Abode for the doing thereof. *In Witneſs*, &c.

## *Articles for one Perſon on Behalf of another, to grant a Leaſe of a Houſe,* &c. *with uſual Covenants.*

*Articles* of *Agreement* indented, *&c.* between *A. B.* of, *&c.* on the Part and Behalf of *H. L.* of the one Part, and *C. D.* of, *&c.* of the other Part.

I*Mprimis*, It is agreed by and between the ſaid Parties, that the ſaid *A. B.* for and on the Behalf of the ſaid *H. L.* ſhall, within —— Months next enſuing, grant, ſeal and execute a Leaſe to the ſaid *C. D.* of *all* that Meſſuage or Tenement, ſituate in, *&c.* together with the ſaid *H. L.*'s two Coach-houſes and Stables, now or late in the Occupation of the ſaid *H. L.* for the Term of ſeven Years, to commence from *Michaelmas* Day next enſuing, at the yearly Rent of —— to be paid by the ſaid *C. D.* by even and equal quarterly Payments, and at the ſame Time the ſaid *C. D.* ſhall execute a Counter-part of the ſame Leaſe.

*Item*, The ſaid *H. L.* or the ſaid *A. B.* on his Behalf, is to put the ſame into good and ſufficient tenantable Repair, and is to keep the ſame in good Repair during the ſaid Term, at the Charge and Expence of the ſaid *H. L.* and is alſo to keep the Pavement before the Houſe, and all other Things belonging to the ſaid Houſe in good and ſufficient Repair during the ſaid Term; and is alſo to pay and diſcharge the Rent for the Water laid or to be laid into the ſaid Houſe, and all Parochial and other Taxes, Charges and Aſſeſſments whatſoever, laid or charged, or to be laid or charged upon the ſaid Houſe.

*Item*, It is alſo agreed that a Clauſe, Proviſo or Agreement ſhall be inſerted in the ſaid Leaſe, to enable the ſaid *C. D.* to vacate the ſaid Leaſe at the End of half the ſaid Term, upon giving ſix Months Notice in Writing under his Hand, to the ſaid *H. L.* or the ſaid *A. B.* before the End of Half the ſaid Term, of ſuch his Intention to vacate the ſame.

*Item*, It is alſo agreed, that in Caſe the ſaid *A. B.* on the Behalf of the ſaid *H. L.* ſhall leave any of the Goods or Furniture in the ſaid Houſe, for the Uſe of the ſaid *C. D.* that a Schedule ſhall be made thereof, and annexed to the ſaid Leaſe, and a Covenant ſhall be inſerted in the ſaid Leaſe, that the ſaid *C. D.* ſhall repair and make good ſuch Goods and Furniture, and ſhall leave or deliver them to the ſaid *H. L.* or *A. B.* in as good Plight and Condition at the End of the Term, as they were in when left in the ſaid Houſe; and that if the ſaid *H. L.* or *A. B.* on his Behalf, ſhall think fit to take the ſaid Goods and Furniture, or any Part of them, out of the ſaid Houſe at any Time or Times before the End of the ſaid Term, that then, upon Demand to be made by them, or either of them, of the ſame Goods and Furniture, or any Part or Parts of them, that the ſaid *C. D.* ſhall deliver all ſuch Goods or Furniture unto the ſaid *H. L.* or *A. B.* in the ſame or as good Plight or Condition as they were in when left in the ſaid Houſe, reaſonable Wearing only excepted. *And all other proper Covenants ſhall be inſerted in ſuch Leaſe, as are uſual in ſuch Caſes.* In Witneſs, *&c.*

### *Articles whereby a Widow and her Son demiſe a Piece of Ground for a Term of Years at a certain yearly Rent, payable to the Widow for ſo many Years of the Term as ſhe lives, and to her Son after her Deceaſe for the Remainder of the Term. The Tenant covenants to pull down old Houſes, and in the Room thereof to build new Houſes, and ſo ſoon as the Houſes are built, to ſurrender theſe Articles, and in Lieu thereof accept of three Leaſes of the new-erected Premiſſes, which are to be equally divided into Thirds.*

*Articles* of *Agreement* indented, *&c.* between *A. B.* of, *&c.* Widow, and *B. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part, as follows, *viz.*

IMprimis, Whereas the ſaid *A. B.* and *B. B.* in Conſideration that the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, at his or their own proper Coſts and Charges, is and are to pull down the Buildings herein after mentioned, and lay out the Sum of in the new erecting, building, and compleatly finiſhing, upon the Piece or Parcel of Ground herein after mentioned, good, new, ſubſtantial Brick Meſſuages or Tenements, as alſo for and in Conſideration of the Rents, Covenants and Agreements herein after in and by theſe Preſents reſerved mentioned and contained on the Part and Behalf of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, to be paid, kept, done and performed, *Have* and each of them *hath* demiſed, leaſed and to Farm letten, and by theſe Preſents *do*, and each of them *doth*, demiſe, leaſe and to Farm let unto the ſaid *C. D. all* that Piece or Parcel of Ground, *&c.* and all Ways, Paſſages, Lights, Eaſements, Waters, Watercourſes, Privileges, Profits, Commodities, Advantages and Appurtenances whatſoever, to the ſame Piece or Parcel of Ground and Premiſſes belonging, or in any wiſe appertaining; which ſaid Premiſſes hereby demiſed, are more particularly delineated and deſcribed in the Scheme or Ground-Plot thereof, contained in the margin Side hereof; *To have and to hold* the ſaid Piece or Parcel of Ground and Premiſſes, together with the ſeveral Meſſuages or Tenements hereafter mentioned or contracted to be built, with their and every of their Appurtenances, unto the ſaid

Demiſe.

Habendum for thirty-ſeven Years.

ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of, *&c.* for and during and unto the full End and Term of thirty-ſeven Years from thence next enſuing, and fully to be compleat and ended; *Yielding* and paying thereof unto the ſaid *A. B.* or her Aſſigns, yearly and every Year, during the ſaid Term of thirty-ſeven Years hereby demiſed (if the ſaid *A. B.* ſhall ſo long live) the yearly Ground-rent or Sum of ——— of lawful Money of *Great Britain*, at the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, the Birth of our Lord *Chriſt*, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal Portions; the firſt Payment thereof to begin and be made at or upon the Feaſt-Day of, *&c.* *And alſo yielding* and paying unto the ſaid *B. B.* his Executors, Adminiſtrators and Aſſigns, from and after the Deceaſe of the ſaid *A. B.* yearly and every Year, during ſo many Years of the ſaid Term of thirty-ſeven Years, as ſhall be then to come and unexpired, the ſaid yearly Rent or Sum of ——— at the ſeveral Feaſt-Days or Days of Payment before limited and appointed for Payment thereof.

Reddendum.

The ſaid *C. D.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *A. B.* and *B. B.* reſpectively and not jointly, and with their reſpective Executors, Adminiſtrators and Aſſigns by theſe Preſents, in Manner and Form following, that is to ſay, That he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from Time to Time and at all Times hereafter, during the ſaid Term of thirty-ſeven Years hereby demiſed, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* and *B. B.* reſpectively, their reſpective Executors, Adminiſtrators and Aſſigns, the aforeſaid yearly Rent or Sum of ——— at or upon ſuch Feaſt-Days and Times of Payment, and in ſuch Manner and Form as is before reſerved, and according to the true Intent and Meaning of theſe Preſents: *And* that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will within the Space of one Year next after the Feaſt of ——— now next enſuing, at his and their own proper Coſts and Charges, pull down and demoliſh all and every the ſaid Meſſuages or Tenements now ſtanding or being in or upon the ſaid Piece or Parcel of Ground hereby demiſed, and ſhall and will in the Room and Place thereof, at his and their like proper Coſts and Charges, erect, build and finiſh new, good, ſubſtantial Brick Meſſuages or Tenements in a good, ſtrong, ſubſtantial

Secondly, *C. D.* covenants to pay the Rent.

Within one Year, at his own Expence to pull down old Houſes, and in the Room thereof build new Houſes, &c.

ſubſtantial and workman-like Manner, with good, ſound and ſubſtantial Materials, and with ſound and good Timber; and the Front of the ſaid new Meſſuages to be of good Bricks, and all and every the Walls and Backs of all the Chimnies of the ſaid ſeveral new Meſſuages or Tenements ſhall be of good well burnt Bricks, and ſhall make, place and put Saſh-Windows and no other, in all and every the Rooms, which ſhall be one Story above the Ground-Floor of the ſaid ſeveral new Meſſuages or Tenements; *And* that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will lay out and expend the Sum of ——— in erecting and building the ſaid new Meſſuages or Tenements as aforeſaid: *And further*, that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will, in building upon the Premiſſes hereby demiſed, at his and their own proper Coſts and Charges, build the Party-Walls of all Sides of the ſaid new erected Meſſuages (if neceſſary) and after the ſame are ſo erected and built, he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and will permit and ſuffer any of the Tenants of the ſaid *A. B.* and *B. B.* or either of them, their or either of their reſpective Executors, Adminiſtrators or Aſſigns, to make Uſe of ſuch Party-Walls, without rendering or paying any Thing or Conſideration for the ſame: *And alſo*, that in Caſe any Diſpute or Difference ſhall ariſe or happen between the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, and any other Tenant or Tenants of them the ſaid *A. B.* and *B. B.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, of or concerning any Meſſuage or Meſſuages, Ground or Buildings near or next adjoining to the Premiſſes hereby demiſed, or any Part thereof, touching ſuch or any other Party Wall or Walls, Lights, Annoyances, or any other Matter, Cauſe or Thing whatſoever, of, touching or concerning the Premiſſes hereby demiſed, and ſuch near or next adjoining Meſſuage or Meſſuages, Ground or Buildings, or touching or concerning either of them or any Part thereof, that ſuch Diſpute or Difference ſhall be referred to the Arbitration and Determination of the ſaid *A. B.* and *B. B.* or one of them, their or one of their Executors, Adminiſtrators or Aſſigns; and that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall ſtand to, perform and abide the Award or Order of the ſaid *A. B.* or *B. B.* or one of them, their or one of their Executors, Adminiſtrators or Aſſigns, in that Behalf, by her, him or them to be had and made in Writing, under her, his or their

To expend a certain Sum of Money in Building the Houſes.

To build Party-Walls, and permit the Landlord's Tenants to make Uſe thereof, without paying any Thing for the ſame.

If any Diſpute ariſes between *C. D.* and the Landlord's other Tenants, to refer it to the Landlord, &c.

their Hand or Hands, or otherwiſe, in Caſe the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall not ſtand to, perform and abide ſuch Award or Order as aforeſaid, that then the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall forfeit and pay unto the ſaid *A. B.* and *B. B.* their Executors, Adminiſtrators or Aſſigns, the Sum of 100 *l.* of lawful Money of *Great Britain: And alſo*, that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, within one Month after the building and finiſhing of the ſaid new Meſſuages or Tenements, ſhall and will give and render to the ſaid *A. B.* and *B. B.* their Executors, Adminiſtrators or Aſſigns, a juſt and true Account thereof, and of all Disburſements and Monies laid out and expended in and about the ſame; to the End that it may appear that ſuch Sum of —— hath been ſo laid out and expended: *And further*, that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time and at all Times from and after the ſaid new Meſſuages or Tenements which ſhall be erected, built and finiſhed as aforeſaid, when and as often as Need ſhall be or require, at his and their own proper Coſts and Charges, well and ſufficiently repair, ſupport, uphold, maintain, ſuſtain, pave, ſcour, cleanſe and keep the ſaid new Meſſuages or Tenements, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, and all the Pavements, Sinks, Sewers, Windows, Gutters and Waydraughts thereto, or to any Part thereof belonging, in, by and with all and all Manner of needful and neceſſary Reparations and Amendments whatſoever; and the ſame Premiſſes and every Part and Parcel thereof ſo well and ſufficiently repaired, ſupported, upheld, maintained, ſuſtained, paved, ſcoured, cleanſed and kept, at the End or other ſooner Determination of the ſaid Term of thirty-ſeven Years hereby demiſed, ſhall and will peaceably and quietly leave, ſurrender and yield up unto the ſaid *B. B.* his Executors, Adminiſtrators and Aſſigns, together, with all Wainſcot Doors, Locks, Keys, Bolts, Shelves, Dreſſers, Chimney-pieces, and other Pieces put up, fixt or faſtened, during the ſaid Term, in or about the Premiſſes, or any Part thereof: *And* that the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall not nor will at any Time hereafter, during the ſaid Term, convert, turn or uſe any Part of the demiſed Premiſſes for a Brewhouſe to brew Ale, Beer or other Liquors in, or permit or ſuffer the ſame to be done; it being the true Intent and Meaning of theſe Preſents, and the Parties hereto, that no Part of the ſaid Premiſſes

Within one Month after finiſhing the Houſes, to give an Account of all Monies expended in the ſame.

After the new Houſes ſhall be built, to keep them in Repair.

At the End of the Term to leave all Wainſcot, Doors, Locks, &c.

miſſes ſhall be uſed as a Brewhouſe, which would be a Detriment and Annoyance to the other Tenants of the ſaid *B. B.*

Landlords to enter on the Premiſſes and view the Repairs, &c.

*And further*, that it ſhall and may be lawful to and for the ſaid *A. B.* and her Aſſigns, and the ſaid *B. B.* his Executors, Adminiſtrators and Aſſigns, and to and for the Maſter, Wardens and Aſſiſtants of the Company of—— in *London*, or any of them, or their Clerk, Agent or Aſſigns, with or without Workmen or others, in his, their or any of their Company or Companies, twice or oftner in every Year yearly, during the ſaid Term of thirty-ſeven Years, at his, their or any of their Wills and Pleaſures, into all and ſingular the Premiſſes hereby demiſed, or into any Part or Parts thereof to enter and come, there to view, ſearch and ſee the State of the Reparations thereof, and of every Part thereof; and if any Defects, Want or Default of Reparation ſhall be there found from Time to Time, to give or leave Notice or Warning in Writing at the Premiſſes hereby demiſed, or any Part thereof, to or for the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns or any of them, to repair and amend the ſame within the Time or Space of three Months next after every or any ſuch Notice or Warning given or left as aforeſaid; and that within the Space of three Months next after every or any ſuch Notice or Warning given or left as aforeſaid, he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will well and ſufficiently repair and amend all ſuch Defects, Wants or Defaults of Reparation as aforeſaid:

Landlords' Covenant that the Tenant ſhall quietly enjoy the Premiſſes, paying the Rent and performing the Covenants.

*And* the ſaid *A. B.* and *B. B.* for themſelves ſeverally, and for their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, and not one for the other of them, do covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, paying the ſaid yearly Rent, and performing, fulfilling and keeping all and every other the Covenants, Conditions and Agreements in theſe Preſents mentioned and contained on his and their Parts to be paid, kept, done and performed, according to the true Intent and Meaning of theſe Preſents, ſhall or lawfully may peaceably and quietly have, hold, occupy, poſſeſs and enjoy the Premiſſes hereby demiſed, and every Part thereof, with their Appurtenances for and during the ſaid Term of thirty-ſeven Years hereby demiſed, without the lawful Let, Suit, Trouble, Eviction, Hindrance or Diſturbance of them the ſaid *A. B.* and *B. B.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or any Perſon or Perſons lawfully claiming by, from or under her, him, them, or any of them, or by her, his or their Default, Means or Procurement, freed or diſcharged, or otherwiſe well and ſufficiently ſaved harmleſs of and from the Rents and Covenants reſerved and contained in the Indenture of Leaſe, by or under which the ſaid *A. B.* and *B. B.* or one of them, holdeth the Premiſſes, and of and from all Demands, Suits, Re-entries or Diſtreſſes for or in Reſpect thereof: *Provided* always, and upon this Condition, nevertheleſs, that if it ſhall happen that the ſaid yearly Rent of —— hereby reſerved, or any Part thereof, ſhall be behind or unpaid by the Space of twenty-one Days next over or after any of the ſaid Feaſts or Days of Payment, whereon the ſame ought to be paid as aforeſaid (being lawfully demanded) or if the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall not (within three Months next after every or any ſuch Notice or Warning in Writing ſhall be given or left as aforeſaid) well and ſufficiently repair and amend ſuch Defects and Wants of Reparation, whereof Notice ſhall be ſo given or left as aforeſaid; or if the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall convert, turn or uſe any Part of the ſaid demiſed Premiſſes into a Brew-houſe, or permit or ſuffer the ſame to be uſed as a Brew-houſe as aforeſaid, and contrary to the true Intent and Meaning of theſe Preſents; that then in all or any of the ſaid Caſes, from thenceforth and at all Times afterwards, it ſhall and may be lawful to and for the ſaid *A. B.* and *C. D.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, into or upon the Premiſſes hereby demiſed, or into any Part thereof in the Name of the whole, wholly to re-enter, and the ſame to have again, retain, re-poſſeſs and enjoy, as in her, his or their former Eſtate and Eſtates; and the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and all other Tenants and Occupiers of the Premiſſes, thereout and from thence utterly to expel, put out and amove; this Indenture, or any Thing herein contained to the contrary thereof, in any wiſe notwithſtanding. *And laſtly*, it is hereby agreed by and between the ſaid Parties to theſe Preſents; and the ſaid *C. D.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid *A. B.* and *B. B.* their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, when and as ſoon as he or they ſhall have pulled down the ſaid Premiſſes and rebuilt the

Proviſo for Re-entry on Non-payment of the Rent, &c.

Tenant covenants that as ſoon as he ſhall have pulled down the Premiſſes, and rebuilt the Houſes, to ſurrender theſe Articles, and in Lieu thereof, accept of three Leaſes for the then Remainder of the Term, &c.

the ſaid Meſſuages, according to the true Intent and Meaning of theſe Preſents, ſhall and will ſurrender and yield up theſe Preſents, and in Lieu thereof accept of three Leaſes for the then Remainder of the ſaid Term of thirty-ſeven Years of the ſaid new erected Premiſſes; the ſaid new erected Premiſſes being equally divided into Thirds, and there being reſerved on each Leaſe the yearly Rent of —— of good and lawful Money of *Great Britain*, and ſubject to the Covenants and Agreements contained in theſe Preſents (except thoſe for rebuilding and laying out 1000 *l.*) they the ſaid *A. B.* and *B. B.* do hereby agree upon Demand of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns to grant the ſaid three Leaſes as aforeſaid, which ſaid Leaſes are to be made and prepared by the Agent or Attorney of the ſaid *A. B.* or *B. B.* or one of them, but at the ſole Coſts and Charges of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, or ſome of them. *In Witneſs*, &c.

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## *Articles for fitting up and finiſhing a Houſe*, &c. *and for granting a Leaſe thereof with uſual Covenants.*

*Articles* of *Agreement* indented, *&c.* between *J. P.* of, *&c.* of the one Part, and *W. E.* of, *&c.* of the other Part.

I*Mprimis*, The ſaid *J. P.* in Conſideration that the ſaid *W. E.* is to accept of a Leaſe from him the ſaid *J. P.* of a Meſſuage or Tenement, Coach-houſe and Stables, *&c.* now in finiſhing, for a Term of ſeven Years, to commence from the Feaſt-Day of, *&c.* at ſuch yearly Rent, and payable as herein after is mentioned, ſubject alſo to ſuch uſual Covenants on the Leſſee's Part as herein after is mentioned, doth hereby for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *W. E.* his Executors and Adminiſtrators in Manner following, that is to ſay, That he the ſaid *J. P.* ſhall and will within —— now next enſuing the Date hereof, at his own proper Coſts and Charges fit up and finiſh the ſaid Meſſuage or Tenement, Coach-houſe, Stables and Premiſſes, in a Workman-like Manner, and make the ſame fit and proper for a Tenant to come into and inhabit, and particularly to make and do, or cauſe to be made and done the ſeveral Things herein after mentioned, that is to ſay, Iron Locks to all the

Garret Doors, a Shelf round the Cloſet, *&c.* (*mention what is to be done*).

*Item,* The ſaid *J. P.* ſhall and will at the proper Coſts and Charges in the Law of the ſaid *W. E.* and in Conſideration of the Sum of 100 *l.* of good and lawful Money of *Great Britain* to him in Hand paid by the ſaid *W. E.* at or before the Execution of the ſaid intended Leaſe, on the —— Day of —— now next enſuing, or ſo ſoon after as conveniently may be, grant and demiſe unto the ſaid *W. E.* his Executors, Adminiſtrators and Aſſigns the ſaid Meſſuage or Tenement and Premiſſes to be finiſhed in Manner before mentioned, *To hold* the ſame for the Term of ſeven Years, to commence from the Feaſt-Day of, *&c. Yielding* and paying for the firſt Year of the ſaid Term a Pepper-Corn, and for the remaining ſix Years of the ſaid Term 100 *l.* a Year quarterly, by equal Payments; the firſt Payment to be on the Feaſt-Day of —— which ſhall be in the Year of our Lord ——, in which ſaid intended Leaſe ſhall be contained a Clauſe of Re-entry, in Caſe of Non-payment of the yearly Rent by the Space of twenty-one Days next after every Quarter or Feaſt Day, whereon the ſame ought to be paid, as alſo a Power for the ſaid *W. E.* to pay the Ground-Rent, payable to the original Landlord in Reſpect of the ſaid Premiſſes, and to deduct the ſame out of his Rent; in which ſaid Leaſe is alſo to be contained a Schedule of the ſeveral Things before mentioned, and ſuch other Things as ſhall be fixed and put in the ſaid Meſſuage or Tenement and Premiſſes by the ſaid *J. P.* and not herein before mentioned, to be left at the End of the ſaid Term as in the like Caſes are uſual, together alſo with ſuch uſual Covenants on the Leſſee's Part as in the like Caſes are accuſtomed, ſave only in the Covenant for upholding and ſupporting the Premiſſes, the Party and Foundation Walls belonging to the Premiſſes ſhall be excepted.

*Item,* The ſaid *J. P.* ſhall and will on or before the ſaid Feaſt-Day of —— pave and make the Way good, or cauſe the ſame to be done from —— aforeſaid, to the ſaid Coach-houſes and Stables, ſo as the Coach of the ſaid *W. E.* may conveniently paſs and repaſs.

*Item,* The ſaid *W. E.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *J. P.* his Executors and Adminiſtrators, that he the ſaid *W. E.* his Executors or Adminiſtrators ſhall and will accept of ſuch Leaſe, and pay the ſaid Sum of 100 *l.* of good and lawful

lawful Money of *Great Britain*, at or immediately before the Execution of ſuch Leaſe by the ſaid *J. P.* to the ſaid *W. E.* according to the true Intent and Meaning of theſe Preſents; and alſo ſhall and will execute a Counterpart of ſuch Leaſe to the ſaid *J. P.* containing ſuch Covenants, Clauſe of Reentry and Schedule in Manner as is herein before mentioned, and according to the true Intent and Meaning of theſe Preſents. *In Witneſs*, &c.

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### *Articles for letting a Houſe, Coach-houſe and Stables, with the Goods and Furniture thereof, to a particular Quarter-Day certain, and afterwards from Year to Year, ſo long as both Parties pleaſe; but the Tenant is to quit the ſame upon giving or receiving four Months Notice in Writing.*

*Articles* of *Agreement* indented, &c. between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, as followeth.

WHereas the ſaid *A. B.* hath on the Day of the Date hereof let and ſet unto the ſaid *C. D.* to hold from henceforth until the Feaſt-Day of ——— now next enſuing, at the yearly Rent of 60 *l.* payable as after mentioned, and from thenceforth to be held from Year to Year, ſo long as it ſhall pleaſe both Parties, at the yearly Rent of 70 *l.* payable as is alſo after mentioned, his the ſaid *A. B.*'s Manſion-houſe, Stables and other Out-houſes, Gardens and Garden Grounds, Orchard and Orchard Grounds, and ——— Fields or Incloſures (as now incloſed) of feeding, mowing and Paſture Ground, containing about ——— Acres, little more or leſs, lying to the ſaid Houſe and Premiſſes, and as therewith late uſed, by and in the immediate Tenure or Occupation of the ſaid *A. B.* with their and every of their Appurtenances, ſituate, lying and being in, &c. together with the Uſe of all the Houſe and Furniture, Houſe Ornaments, Houſhold Goods, Implements and Conveniences of Houſhold, Stable, Furniture and Stable Implements, and other Tools, Implements and Conveniences in and about other the ſaid Out-houſes, and all Garden Furniture, Garden Tools and Implements of Gardening, as the ſame are now in, about and belonging to the ſaid

Houſe, Kitchen, Cellars and other Offices belonging, Stables and other Out-houſes and Gardens, all which are particularly mentioned, expreſſed, ſet down and deſcribed in an Inventory contained in ——— Leaves of Paper, ſtitched together and wrote on both Sides of the Leaf, and ſigned on the laſt written Side thereof both by the ſaid *A. B.* and *C. D.* intitled, An Inventory of, *&c.* *Now* it is hereby covenanted and agreed by and between the ſaid *A. B.* and *C. D.* in Manner following, that is to ſay,

*Imprimis*, The ſaid *A. B.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree with the ſaid *C. D.* his Executors and Adminiſtrators, that he the ſaid *C. D.* his Executors and Adminiſtrators, duly paying the Rents before mentioned, and performing the Covenants and Agreements on his and their Parts, according to the true Intent and Meaning of theſe Preſents, ſhall not by him the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or by any his or their Act and Means, be obliged to quit, leave or yield up the Poſſeſſion of the ſaid Houſe and Premiſſes ſo let and ſet as aforeſaid, or any Part thereof, at the ſaid Feaſt-Day of ——— now next enſuing, or at any ſucceeding Feaſt-Day, or other Time afterwards, unleſs Notice for that Purpoſe in Writing under the Hand or Hands of the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or of his or their known Agent for Receipt of the before mentioned Rent or Rents, ſhall be given to, or at the ſaid Houſe left for the ſaid *C. D.* his Executors or Adminiſtrators, four Kalendar Months before the ſaid Feaſt-Day, or ſome ſuch ſucceeding Feaſt-Day, when by ſuch Notice he or they ſhall be required or warned to quit, leave or yield up ſuch Poſſeſſion as aforeſaid; *And* that from Time to Time, and ſo long as the ſaid *C. D.* his Executors or Adminiſtrators ſhall duly hold and continue Tenant or Tenants of the ſaid Houſe and Premiſſes, according to the true Intent and Meaning of theſe Preſents, he the ſaid *A. B.* his Heirs, Executors or Adminiſtrators ſhall and will pay or allow unto him the ſaid *C. D.* his Executors or Adminiſtrators, all ſuch Land Tax or King's Tax as ſhall be by him or them paid for the ſame, or in Reſpect thereof; *And* after Notice given unto him the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or their known Agent as aforeſaid, of any Damage done to the ſaid Houſe and Premiſſes, or any Part thereof, by Fire, Storm or Tempeſt, or any other inevitable Accident, ſhall and will, as ſoon as conveniently may be, at his or their own proper Coſts and Charges, cauſe and procure the ſame to be well and ſufficiently repaired, having Liberty of Entrance with Workmen proper for that Purpoſe.

*Item*, The ſaid *C. D.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree with the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, that he the ſaid *C. D.* his Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, the ſaid Rent or Sum of 60 *l.* of good and lawful Money of *Great Btitain*, that is to ſay, the Sum of 20 *l.* Part thereof at or upon the Feaſt-Day of —— now next enſuing, and the Sum of 40 *l.* Reſidue thereof, at or upon the ſaid Feaſt-Day of —— now next enſuing, and yearly and every Year from that Time, and until ſuch Feaſt-Day of —— at which he the ſaid *C. D.* his Executors or Adminiſtrators ſhall be minded or required to quit, leave or yield up to the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, the Poſſeſſion of the ſaid Houſe and Premiſſes, in Purſuance of any Notice to be given or received for that Purpoſe, in Manner as herein before and herein after is mentioned; and until the ſaid *C. D.* his Executors or Adminiſtrators ſhall actually quit, leave or yield up the Poſſeſſion of the ſaid Houſe and Premiſſes accordingly, the yearly Rent or Sum of 70 *l.* of like Money at and upon two of the moſt uſual Feaſts or Days of Payment in every Year, (that is to ſay) the Feaſt of, *&c.* by even and equal Portions and half-yearly Payments; the firſt Payment thereof to begin and be made upon the Feaſt-Day of —— which ſhall be in the Year of our Lord —— and the laſt Payment thereof to be made upon ſuch Feaſt of —— at which he the ſaid *C. D.* his Executors or Adminiſtrators ſhall be to quit, leave or yield up, and ſhall quit, leave or yield up ſuch Poſſeſſion as aforeſaid; *And* that from Time to Time, and at all Times hereafter, until ſuch Poſſeſſion ſhall be ſo quitted, left or yielded up unto the ſaid *A. B.* his Heirs, Executors or Adminiſtrators aforeſaid, he the ſaid *C. D.* his Executors or Adminiſtrators ſhall and will at his and their own proper Coſts and Charges, bear, pay and defray all Parochial and Town Rates and Taxes, and all other Aſſeſſments whatſoever (except the Land or King's Tax) chargeable upon or by Means, or for or on Account of the ſaid Houſe and Premiſſes, or upon the Tenant thereof or Inhabitant therein, *And* keep and preſerve in good and tenantable Repair, ſo far as to keep Wind-tight and Water-tight the ſaid Houſe, Stables and other Out-houſes, and keep cleanſed and amended the Gutters, Sinks, Dreins and Sewers thereto belonging, and keep and preſerve in like Repair the Walls and other Fences about the ſame (Caſualties by Fire, Winds, Storms or Tempeſts, or any other inevitable Accident only excepted); *And* in all Things and in every Reſpect, at his and their own proper Coſts and Charges, take a due Care towards Preſerving, Keeping whole and clean, and in good Order and Condition, all and ſingular the Goods and Things in the ſaid Inventory mentioned; *And alſo* keep up and preſerve in good Order and Condition the Gardens and Garden Grounds, Orchard and Orchard Grounds to the ſaid Houſe belonging, in the ſame Order and Form as the ſame now are, and the ſeveral Walls, Trees, Greens, Plants and Plantations therein and thereto appertaining, and the Fences about the ſame, and about the Fields or Incloſures aforeſaid, by doing or cauſing and procuring to be done at proper and ſeaſonable Times in the Year all Work neceſſary thereto, and in particular ſuch as ſhall be neceſſary to the Preſerving, Cheriſhing and Encouraging of the Fruit Trees and other Trees of Shade, Shelter, Ornament and Profit, planted and now growing therein and thereabout and thereto belonging, and to the due orderly and ſeaſonable Manuring, Cultivating and Cropping of all ſuch of the ſaid Garden Ground as is now laid out and uſed for Garden Ornaments, and yearly Crops for the Supply of the Houſe and Kitchen; *And* permit and ſuffer him the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or his or their known Agent as aforeſaid, with Workmen or without, at all ſeaſonable Times in the Day-time to have Entrance into the ſaid Houſe and Premiſſes, to view and examine the State and Condition of the ſame; *And alſo* that he the ſaid *C. D.* his Executors or Adminiſtrators ſhall and will well and truly pay or cauſe to be paid the before mentioned yearly Rent of 70 *l.* in Manner as aforeſaid, and perform all and every the ſeveral Covenants and Agreements on his and their Parts herein above mentioned and expreſſed to be paid, kept and performed, until the Feaſt-Day of ——— next ſucceeding the Expiration of four Months after Notice for quitting, leaving or yielding up the Poſſeſſion of the ſaid Houſe and Premiſſes, ſhall have been given to, or left for him or them aforeſaid, or by or on the Part of him or them ſhall have been given to the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or his or their Agent as aforeſaid, or left for him or them at his or their Habitation or uſual Place of Abode; *And* that at ſuch Feaſt-Day next ſucceeding the Expiration of four Months after ſuch Notice ſhall be given or left by or on the Part of either Party as aforeſaid, at which Time of the Year or Seaſon only it is agreed between the Parties that ſuch Poſſeſſion ſhall be quitted, left or yielded up, he the ſaid *C. D.* his Executors or Adminiſtrators ſhall and will peaceably and quietly leave, ſurrender or yield up unto the ſaid *A. B.* his Heirs, Executors or Adminiſtrators the ſaid Houſe and Premiſſes ſo repaired, cleanſed and preſerved in good Order as aforeſaid, the Seaſon of the Year being conſidered as to the Gardens and Garden Grounds, together with all the ſame Goods and Things as in the ſaid Inventory are mentioned, and as in their Natures are durable, and other like Goods and Things in Lieu of ſuch as may have been broken, worn out abſolutely loſt, ſpoiled or deſtroyed, and in as good Plight and Condition as the ſame or ſuch Goods and Things now are, reaſonable Uſe and Wearing in the mean Time only excepted. *And* that in the mean Time, and between the Time of ſuch Notice to be given or left by or on the Part of either Party as aforeſaid, and the Time the Poſſeſſion of the ſaid Houſe and Premiſſes is to be quitted purſuant thereto, and to theſe Preſents, he the ſaid *C. D.* his Executors or Adminiſtrators, if requeſted, by or on the Part of the ſaid *A. B.* his Heirs, Executors or Adminiſtrators ſhall and will at all convenient Times in the Day-time permit and ſuffer Entrance into the ſaid Houſe and Premiſſes to view and ſee the ſame. *And* that he the ſaid *C. D.* his Executors or Adminiſtrators ſhall not, nor will, during his or their continuing Tenant or Tenants of the ſaid Houſe and Premiſſes as aforeſaid, plow, ear, or dig up or convert into Tillage any of the ſaid Fields or Incloſures, or part with the Poſſeſſion of the ſaid Houſe and Premiſſes, or any Part thereof, to any Perſon or Perſons whatſoever. *In Witneſs*, &c.

## *Articles for an Executor to aſſign the Leaſe of his Teſtator's Houſe and the Stock in Trade.*

*Articles* of *Agreement* indented, *&c.* between *A. B.* of, *&c.* Executor of the laſt Will and Teſtament of *B. B.* late of, *&c.* deceaſed, of the one Part, and *C. D.* of, *&c.* of the other Part, as followeth.

WHereas by Indenture of Leaſe bearing Date, *&c.* (*recite the Leaſe*) *And whereas* the ſaid *B. B.* made his laſt Will and Teſtament in Writing, bearing Date, *&c.* and thereof the ſaid *A. B.* ſole Executor, and departed this Life on or about the ——— Day of, *&c.* ſince which the ſaid *A. B.* hath duly proved the ſame in the Prerogative Court of *Canterbury*, and taken upon himſelf the Burthen of the Execution thereof, and is thereby become intitled to all and ſingular the Goods, Chattels and Effects which were of the ſaid *B. B.* at the Time of his Deceaſe, and (amongſt other Things) as he apprehends, to the Benefit of the ſaid Indenture of Leaſe, and to hold and enjoy the thereby demiſed Premiſſes, with the Appurtenances, for all the Reſt, Reſidue and Remainder of the ſaid Term of twenty-one Years thereby granted at and under the ſaid yearly Rent of ——— and ſubject to the ſeveral Covenants, Clauſes and Agreements aforeſaid in and by the ſame Indenture of Leaſe reſerved and contained, and alſo to all and every Part of the Stock in the Trade of a Bookſeller of him the ſaid *B. B.* conſiſting in Books bound and unbound, and in Sheets or Quires, as in and by the before in Part recited Indenture of Leaſe, laſt Will and Teſtament and Probate thereof, Relation being thereunto reſpectively had, may more fully and at large appear. *And whereas* the ſaid *C. D.* hath agreed with the ſaid *A. B.* to become a Purchaſer from him the ſaid *A. B.* of all ſuch Intereſt as he the ſaid *A. B.* hath or is ſuppoſed to have as aforeſaid in the ſaid Indenture of Leaſe and the thereby demiſed Premiſſes, ſubject to the ſaid yearly reſerved Rent, and to the Covenants, Clauſes and Agreements therein contained as aforeſaid for all ſuch Time as is thereby to come therein, as he the ſaid *A. B.* lawfully may or can, by Virtue of the ſaid Leaſe, and otherwiſe as aforeſaid, hold the thereby demiſed Premiſſes, as alſo of all ſuch Stock in Trade as aforeſaid; and the ſaid *A. B.* hath agreed to ſell and aſſign the ſame to the ſaid *C. D.* upon the Terms and in Manner as after mentioned: *Therefore theſe Preſents witneſs,* and it is agreed by and between the ſaid *A. B.* and *C. D.* in Manner following, that is to ſay,

*Imprimis,* The ſaid *A. B.* doth for himſelf and his Executors covenant and agree with the ſaid *C. D.* his Executors and Adminiſtrators, that upon Payment to him the ſaid *A. B.* or his Executors by the ſaid *C. D.* his Executors or Adminiſtrators, of the Sum of ——— of good and lawful Money of *Great Britain,* at the Times for that Purpoſe after mentioned, with lawful Intereſt for the ſame, to be computed from the Day of the Date hereof, until the reſpective Times of Payment thereof, he the ſaid *A. B.* or his Executors ſhall and will at the Requeſt, Coſts and Charges of the ſaid *C. D.* his Executors or Adminiſtrators, deliver over and well and duly aſſign unto him the ſaid *C. D.* his Executors and Adminiſtrators, the before recited Indenture of Leaſe, and all the Intereſt of him the ſaid *A. B.* or his Executors therein or thereto, and in and by the thereby demiſed Premiſſes, for all the Remainder of the Term thereby then to come therein, at and under and ſubject to the yearly Rent, Covenants, Clauſes and Agreements therein and thereby reſerved and contained, with Covenants in ſuch Aſſignment to be contained from the ſaid *A. B.* or his Executors, for the Aſſignee's, his Executors or Adminiſtrators quiet Enjoyment of the ſaid Premiſſes during the Remainder of the ſaid Term, as againſt him the ſaid *A. B.* or his Executors, and all claiming under him or them, or under the ſaid *B. B.* deceas'd; and at his and their own Coſts and Charges to defend any Suit that ſhall happen by any Attempt to make void the ſaid Leaſe, or evict ſuch Aſſignee, his Executors or Adminiſtrators, for any other Cauſe than Non-payment of the Rent reſerved, or Non-performance of the Covenants, Clauſes or Agreements in and by the ſame Indenture of Leaſe reſerved and contained, and to indemnify ſuch Aſſignee, his Executors and Adminiſtrators from all further Demands for Rent of the ſaid Premiſſes beyond the reſerved Rent; or in Default of ſo defending any Suit as aforeſaid, or ſo indemnifying ſuch Aſſignee, his Executors and Adminiſtrators as aforeſaid; or in caſe ſuch Aſſignee, his Executors or Adminiſtrators ſhall, during the Continuance of the ſaid Term, be evicted or ejected out of the ſaid Premiſſes without any Act, Default or Laches of ſuch Aſſignee, his Executors or Adminiſtrators to occaſion the ſame; then, and in either or any of the ſaid

Caſes, that he the ſaid *A. B.* or his Executors, ſhall and will well and truly refund and pay back to ſuch Aſſignee, his Executors or Adminiſtrators, upon Demand, after ſuch Default, Eviction or Ejection, ſo much of the ſaid Sum of —— with Intereſt for the ſame, from the Time the ſame ſhall have been paid, as ſhall remain after a Deduction of —— or after that Rate, with Intereſt (over and beſides the ſaid reſerved Rent) for ſo long Time as ſuch Aſſignee, his Executors or Adminiſtrators, ſhall have poſſeſſed and enjoyed the ſaid Premiſſes under the ſaid *A. B.* or his Executors; ſuch Aſſignee, his Executors or Adminiſtrators, at the ſame Time to deliver back unto the ſaid *A. B.* or his Executors, the ſaid Indenture of Leaſe, and Aſſignment thereof, and indemnifying him and them from the ſaid reſerved Rent for ſuch Time as ſuch Aſſignee, his Executors or Adminiſtrators ſhall have ſo poſſeſſed and enjoyed the ſaid Premiſſes as aforeſaid; which Aſſignment, with ſuch Covenants as aforeſaid, is to be executed upon Condition only that ſuch Aſſignee do at his like Coſts and Charges, at the Time of the Execution of ſuch Aſſignment, duly execute a Counter-part of ſuch Aſſignment, wherein ſhall be contained Covenants on the Part of ſuch Leſſee, his Executors or Adminiſtrators, during the Remainder of the ſaid Term, to pay the yearly Rent, and perform the Covenants, Clauſes and Agreements in and by the ſaid Leaſe reſerved and contained, and to ſave harmleſs and indemnify the ſaid *A. B.* and his Executors from all Defaults and Breaches thereof, and not to part with, quit or yield up the Poſſeſſion of the ſaid Premiſſes, until compelled thereto by due Courſe of Law, and not wittingly or willingly to do any Act, or ſuffer any Thing which may in any ſort tend towards making the ſaid Leaſe void or voidable; but from Time to Time, during the Continuance of the ſaid Term, to give immediate Notice to the ſaid *A. B.* or his Executors, of any Entry or Ejectment that ſhall be made or brought into or for the ſaid Premiſſes, and to ſuffer the Name or Names of ſuch Aſſignee, his Executors or Adminiſtrators, to be made uſe of by and at the Charges of the ſaid *A. B.* or his Executors, in any Proceeding or Defence, that he or they ſhall adjudge proper or neceſſary, touching or in Relation to maintaining or keeping Poſſeſſion of the ſaid Indenture of Leaſe, and thereby demiſed Premiſſes.

*Item*, That upon Payment to him the ſaid *A. B.* or his Executors, by the ſaid *C. D.* his Executors or Adminiſtrators, of ſuch Sum of Money as ſuch Stock in Trade as aforeſaid ſhall be valued and appraiſed at by *E. F.* of, *&c.* and *G. H.* of, *&c.* Perſons indifferently choſen and appointed for that Purpoſe, as well on the Part and Behalf of the ſaid *C. D.* as of the ſaid *A. B.* and of ſuch Sum of Money in Part of the ſaid Sum of —— and Intereſt, as ſuch Stock in Trade ſhall be valued and appraiſed at ſhort of or leſs than —— he the ſaid *A. B.* or his Executors, ſhall and will at the Coſts of the ſaid *C. D.* his Executors or Adminiſtrators, aſſign and deliver unto him the ſaid *C. D.* his Executors or Adminiſtrators, not only the ſaid Stock in Trade, but alſo quit and deliver unto him or them the Poſſeſſion of the ſaid Houſe and Premiſſes, in and by the ſaid Indenture of Leaſe demiſed; he the ſaid *A. B.* or his Executors, having a convenient and reaſonable Time to remove therefrom ſuch of the houſehold Goods therein, as the ſaid *C. D.* his Executors or Adminiſtrators ſhall not think fit to buy; *And* that he the ſaid *A. B.* or his Executors, ſhall and will do his and their utmoſt Endeavour to procure ſuch Valuation and Appraiſement to be made as ſoon as may be; and alſo ſhall and will, with all convenient Speed after ſuch Valuation and Appraiſement of ſuch Stock in Trade, remove or cauſe to be removed from the ſaid Houſe and Premiſſes, ſuch of the houſehold Goods as aforeſaid; and that from the Time of the Delivery of ſuch Poſſeſſion of the ſaid Houſe and Premiſſes as aforeſaid, until the Execution of ſuch Aſſignment of the ſaid Indenture of Leaſe as aforeſaid, he the ſaid *A. B.* or his Executors, ſhall and will well and duly obſerve, perform, fulfil and keep all on his and their Parts to be obſerved, performed, fulfilled and kept, according to the intended Tenor, Purport, Intent and Meaning of the Covenant to be contained in ſuch Aſſignment to be made as aforeſaid.

*Item,* The ſaid *C. D.* doth hereby for himſelf, his Executors and Adminſtrators, covenant and agree with the ſaid *A. B.* and his Executors, that he the ſaid *C. D.* his Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* or his Executors, the ſaid Sum of —— and Intereſt as aforeſaid, at the Times and in Manner following, that is to ſay, *Upon* and immediately after the Valuation and Appraiſement of the ſaid Stock in Trade, ſo much Money in Part of the ſaid Sum of —— and Intereſt, as the ſaid Stock ſhall be valued and appraiſed at ſhort of or leſs than 100 *l.* and the Reſidue of the ſaid Sum of —— and Intereſt, or the whole thereof, in Caſe ſuch Stock ſhall be valued and appraiſed at as much as, or more than the Sum of 100 *l.* at three equal Payments,

ments at ſix Months Diſtance in Time, and ſubſequent one to the other; the firſt Payment thereof to be made at the Expiration of ſix Kalendar Months next after the Day of the Date of theſe Preſents; and that upon the Execution by the ſaid *A. B.* or his Executors, to the ſaid *C. D.* his Executors or Adminiſtrators, of ſuch Aſſignment of the ſaid Indenture of Leaſe as aforeſaid, he the ſaid *C. D.* his Executors or Adminiſtrators, ſhall and will accept the ſame, and at his or their own Coſts and Charges duly execute a Counter-part or Duplicate thereof, with ſuch Covenants to be therein contained on the Part of the ſaid *C. D.* his Executors or Adminiſtrators as aforeſaid, and pay or cauſe to be paid to the ſaid *A. B.* or his Executors, the Charges of preparing ſuch Aſſignment and Counter-part, or Duplicate thereof.

*Item,* That as ſoon as and immediately after ſuch Stock in Trade ſhall have been valued and appraiſed by the ſaid *E. F.* and *G. H.* he the ſaid *C. D.* his Executors or Adminiſtrators ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* or his Executors, ſuch Sum of Money as the ſame ſhall be valued and appraiſed at, and thereupon accept from the ſaid *A. B.* not only the ſame Stock, but alſo the Poſſeſſion of the ſaid Houſe and Premiſſes, and pay for the Aſſignment of the ſaid Stock, in Caſe an Aſſignment thereof ſhall be required, and ſhall and will do his and their utmoſt Endeavour to procure ſuch Valuation and Appraiſement of ſuch Stock in Trade to be made as ſoon as may be; and from the Time the ſaid *C. D.* his Executors or Adminiſtrators ſhall enter upon the Poſſeſſion of the ſaid Houſe and Premiſſes, until he or they ſhall have an Aſſignment of the ſaid Leaſe, and ſhall have executed a Counter-part or Duplicate of ſuch Aſſignment, he the ſaid *C. D.* his Executors and Adminiſtrators, ſhall and will well and duly pay, obſerve, perform, fulfil and keep all on his and their Parts to be paid, obſerved, performed, fulfilled and kept, according to the intended Tenor, Purport, Intent and Meaning of the Covenants to be contained in ſuch Aſſignment to be made as aforeſaid. *In Witneſs,* &c.

## *Marriage Articles for ſettling the intended Wife's Eſtates, and for the intended Husband to appoint Lands for her Jointure; and* South-Sea Annuities *which the Wife is poſſeſſed of, are to be ſold, and the Money ariſing thereby laid out in the Purchaſe of Lands to be ſettled.*

*Articles* of *Agreement tripartite,* indented, *&c.* between *A. B.* of, *&c.* of the firſt Part, *C. D.* of, *&c.* of the ſecond Part, and *E. F.* of, *&c.* and *G. H.* of, *&c.* of the third Part.

Recital of a Marriage intended. That the Wife is ſeiſed or poſſeſſed of Freehold or Leaſehold Lands, &c. which are to be ſettled to ſuch Uſes as are herein after mentioned. Recital that the Husband hath propoſed, in Conſideration of the Marriage, and of ſuch Settlement to be made as after mentioned, to ſettle or appoint Lands of the yearly Value of 250 l. upon the Wife for her Jointure, and to be in full of Dower. Wife covenants within three Months after the Solemnization of the Marriage, to ſettle all her Lands, &c.

WHereas a Marriage is intended, by God's Permiſſion, to be ſhortly had and ſolemnized between the ſaid *A. B.* and *C. D.* *And whereas* the ſaid *C. D.* is ſeiſed or poſſeſſed of Freehold or Leaſehold Manors, Meſſuages, Lands, Tenements, Tithes, Rents and Hereditaments in the ſaid County of *S.* of a conſiderable Value, which are to be conveyed, ſettled and aſſured to and upon ſuch Uſes, Truſts and Limitations, and ſubject to ſuch Powers, Proviſoes and Agreements as ſhall be herein after declared, limited, appointed and provided concerning the ſame: *And whereas* the ſaid *A. B.* hath propoſed, in Conſideration of the ſaid intended Marriage, and of ſuch Settlement, Conveyance and Aſſurance of the ſaid Manors, Meſſuages, Lands, Tenements, Tithes, Rents and Hereditaments of the ſaid *C. D.* in the ſaid County of *S.* to be made as herein after mentioned, to convey, ſettle or appoint Meſſuages, Lands, Tenements or Hereditaments in the ſaid County of *S.* of the yearly Value of 250 *l.* unto and upon the ſaid *C. D.* as a Jointure, and to be in full of Dower, as herein after is mentioned: *Now theſe Preſents Witneſs,* and the ſaid *C. D.* doth hereby for herſelf, her Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree to and with the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, that ſhe the ſaid *C. D.* her Heirs, Executors or Adminiſtrators, or ſuch Perſon or Perſons as ſhall or may be in Truſt for her, ſhall and will, within three Months next enſuing the Solemnization of the ſaid intended Marriage between the ſaid *A. B.* and *C. D.* convey, ſettle and aſſure all her Manors, Meſſuages, Lands, Tenements, Tithes, Rents and Hereditaments in the ſaid County of *S.* whereof or wherein ſhe the ſaid *C. D.* hath any Eſtate of Freehold, either in Fee-ſimple, Fee-tail, or otherwiſe, be the ſame by Fine, Recovery or otherwiſe, in ſuch Manner as Counſel learned in the Law of the ſaid *A. B.* his Heirs and Aſſigns, ſhall direct and adviſe, unto the ſaid *E. F.* and *G. H.* their Heirs and Aſſigns, to be upon and for the ſeveral and reſpective Uſes, Intents and Purpoſes, and ſubject to the Powers, Proviſoes, Declarations and Agreements herein after by theſe Preſents declared and expreſſed concerning the ſame, that is to ſay, *To the Uſe* and Behoof of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of or for any manner of Waſte; and from and after the Determination of that Eſtate, *then* to the ſaid *E. F.* and *G. H.* their Heirs and Aſſigns, for and during the natural Life of the ſaid *A. B.* upon Truſt to preſerve the contingent Uſes and Eſtates from being defeated, as in the like Caſes are uſual; and from and immediately after the Death of the ſaid *A. B. To the Uſe* and Behoof of the ſaid *C. D.* for and during the Term of her natural Life; and from and immediately after the Deceaſe of the Survivor of them the ſaid *A. B.* and *C. D.* to the Uſe and Behoof of the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, for and during the Term of 500 Years, to be accounted from the Death of the Survivor of them the ſaid *A. B.* and *C. D.* from thenceforth next enſuing, and fully to be compleat and ended, without Impeachment of Waſte, upon the Truſts, and to and for the Intents and Purpoſes, and ſubject to the Proviſoes, Declarations and Agreements herein after mentioned, expreſſed and declared concerning the ſame Term; *And* from and immediately after the Expiration, Ceaſing or Determination of the ſaid Term of 500 Years, *To the Uſe* and Behoof of the firſt Son of the ſaid *A. B.* on the Body of the ſaid *C. D.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; *And* for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſecond Son of the ſaid *A. B.* on the Body of the ſaid *C. D.* lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; *And* for Default of ſuch Iſſue, *To the Uſe* and Behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other the Son and Sons of the ſaid *A. B.* on the Body of the ſaid *C. D.* to be begotten, ſeverally and ſucceſſively one after another, in Order and Courſe as they ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of their ſeveral and reſpective Bodies lawfully iſſuing; the Elder of the ſaid Sons and the Heirs Male of his Body iſſuing being always preferred and to take before the Younger of the ſaid Sons and the Heirs Male of his and their Body

To the Uſe of the Huſband for Life, ſans Waſte.

Remainder to Truſtees, to preſerve contingent Uſes.

After the Death of the Huſband, to the Uſe of the Wife for Life, Remainder to Truſtees for 500 Years.

Remainder to the firſt and other Sons of the Marriage in Tail Male.

Remainder to the Daughters.

Remainder to Truſtees for 300 Years.

Remainder to the right Heirs of the Huſband.

Truſts of the 500 Years declared.

To raiſe Portions for younger Children.

and Bodies iſſuing; *And* for Default of ſuch Iſſue, to the Uſe and Behoof of all and every the Daughter and Daughters of the Body of the ſaid *A. B.* on the Body of the ſaid *C. D.* (his intended Wife) lawfully to be begotten, equally to be divided between them (if more than one) Share and Share alike, to take as Tenants in Common, and not as Joint-Tenants, and of the ſeveral and reſpective Heirs of all and every ſuch Daughter and Daughters lawfully iſſuing; and in Caſe one or more ſuch Daughters ſhall happen to die without Iſſue of her or their Bodies; then as to the Share or Shares of her or them ſo dying without Iſſue, to the Uſe of the Survivors or Survivor, or others or other of them, equally to be divided between them, if more than one, to take as Tenants in Common, and not as Joint Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors or Survivor, or others or other of them; *And* for Default of ſuch Iſſue, to the Uſe of the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, for and during the Term of 300 Years, to be accounted from the Failure of ſuch Child and Children, Male and Female of the ſaid *A. B.* on the Body of the ſaid *C. D.* to be begotten, and their Iſſue as aforeſaid, and from thenceforth next enſuing and fully to be compleat and ended, without Impeachment of Waſte, *Upon the Truſts*, and to and for the Intents and Purpoſes herein after mentioned, and from and immediately after the Expiration or other ſooner Determination of the ſaid Term of 300 Years, to the Uſe and Behoof of the Right Heirs of the ſaid *A. B.* for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. *Provided* always, and it is hereby declared and agreed by all the ſaid Parties to theſe Preſents, that in ſuch intended Settlement the ſaid Term and Eſtate for 500 Years to be limited to the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, is ſo as aforeſaid to be limited to them upon ſuch Truſts and Confidences, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after expreſſed and declared concerning the ſame, (that is to ſay) *Upon Truſt* that in Caſe there ſhall be one or more Child or Children, whether Son or Sons, Daughter or Daughters, by the ſaid *A. B.* on the Body of the ſaid *C. D.* his intended Wife, lawfully to be begotten, beſides an eldeſt or only Son, that then and in ſuch Caſe the ſaid *E. F.* and *G. H.* and the Survivor of them, his Executors and Adminiſtrators, ſhall or lawfully may, after the Death of the Survivor of them the ſaid *A. B.* and *C. D.* and not before (unleſs by the expreſs joint Conſent and Agreement of the ſaid *A. B.* and *C. D.*

teſtified in Writing under their Hands and Seals) by Mortgage or Sale of the ſame Premiſſes, or any Part thereof, to be compriſed in the ſame Term of 500 Years, or by any other Ways and Means as the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators, ſhall in their Diſcretion think convenient, raiſe and levy, or borrow and take up at Intereſt the Sum of 3000 *l.* of good and lawful Money of *Great Britain*, for the Portion or Portions of ſuch Child or Children (not being an eldeſt or only Son) to be paid to ſuch Child or Children (not being an eldeſt or only Son) in ſuch Shares and Proportions, and at ſuch Times as the ſaid *A. B.* ſhall by any Deed or Writing under his Hand and Seal, atteſted by two or more credible Witneſſes, direct and appoint; and for want of ſuch Direction and Appointment, then to be paid as herein after is mentioned, (that is to ſay) If but one ſuch Child and no more (beſides an eldeſt or only Son) the ſaid Sum of 3000 *l.* for the Portion of ſuch only younger Child; and if two or more ſuch younger Children, then the ſaid Sum of 3000 *l.* for the Portions of all ſuch Children, to be equally divided between them, Share and Share alike; and the Portion or Portions of all and every ſuch Child and Children to be paid to them reſpectively, if a Son or Sons, when he or they ſhall reſpectively attain his or their Age or Ages of twenty-one Years; if a Daughter or Daughters, when ſhe or they ſhall reſpectively attain her or their Age or Ages of twenty-one Years, or be married, which ſhall firſt happen, if ſuch reſpective Times of Payment ſhall happen after the Deceaſe of the Survivor of them the ſaid *A. B.* and *C. D.* his intended Wife; but if in the Life-time of the Survivor of them the ſaid *A. B.* and *C. D.* then within twelve Months next after the Deceaſe of ſuch Survivor, and not before, unleſs with ſuch Conſent, and teſtified as aforeſaid; in which ſaid intended Settlement ſhall alſo be contained ſuch Powers, Proviſoes, Declarations and Agreements concerning the Maintenances of the ſaid younger Child and Children, and of the ſaid Sum of 3000 *l.* and the ſaid Term of 500 Years, as they the ſaid *A. B.* and *C. D.* ſhall by any Writing under their Hands and Seals jointly limit, declare, provide and appoint, and as Counſel learned in the Law ſhall direct and adviſe: *Provided alſo*, and it is hereby declared and agreed by all the ſaid Parties to theſe Preſents, that in ſuch intended Settlement the ſaid Term and Eſtate for 300 Years to be limited to the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, is ſo as aforeſaid to be limited to them upon ſuch

In the Settlement ſhall be contained ſuch Powers, Proviſoes, &c. concerning the Maintenance of the younger Children, &c. as the Huſband and Wife ſhall by Writing appoint, and as Counſel ſhall adviſe.

Truſts of the 300 Years declared, that in Caſe there ſhall be no Children of the Marriage, Truſts, and to and for ſuch Intents and Purpoſes, as are herein after expreſſed and declared concerning the ſame, that is to ſay, *Upon Truſt*, that in Caſe there ſhall be no Son or Sons, Daughter or Daughters of the ſaid *A. B.* on the Body of the ſaid *C. D.* to be begotten, or being ſuch, all of the ſaid Sons ſhall die without Iſſue Male, and all the ſaid Daughters ſhall die without Iſſue; that then and in ſuch Caſe, and not otherwiſe, the ſaid *E. F.* and *G. H.* and the Survivor of them, his Executors and Adminiſtrators ſhall or lawfully may, after the Death of the ſaid *A. B.* and *C. D.* without Iſſue as aforeſaid, by Mortgage or Sale of the ſame Premiſſes, or any Part thereof, to be comprized in the ſaid Term of 300 Years, for all or any Part of the ſaid Term of 300 Years, or by any other Ways or Means as the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators ſhall in their Diſcretion think convenient, raiſe and levy, or borrow and take up at Intereſt ſuch Sum and Sums of Money, not exceeding in the whole the Sum of 5000 *l.* of lawful Money of *Great Britain*, and pay the ſame to ſuch Perſon or Perſons, for ſuch Uſes, Intents and Purpoſes, and at ſuch Times, as the ſaid *C. D.* by any Deed or Deeds, Writing or Writings, or by her laſt Will and Teſtament in Writing, or any Writing purporting to be her laſt Will and Teſtament, to be by her executed in the Preſence of three or more credible Witneſſes, whether at the Time of ſuch Execution ſhe ſhall be covert or ſole, and notwithſtanding her Coverture, ſhall direct or appoint; in which ſaid intended Settlement ſhall alſo be contained a Power for the ſaid *A. B.* and the ſaid *C. D.* his intended Wife when reſpectively in Poſſeſſion, to let Leaſes of all or any the Manors, Lands, Tithes, Rents and Hereditaments, to be conveyed and ſettled as aforeſaid, for twenty-one Years in Poſſeſſion, for the beſt Rent without Fine; and in which ſaid intended Settlement ſhall likewiſe be contained a Proviſo, that in Caſe there ſhall be Iſſue of the ſaid intended Marriage beſides an eldeſt or only Son, then and in that Caſe, and not otherwiſe, it ſhall and may be lawful to and for the ſaid *A. B.* by any Deed or Writing under his Hand and Seal, and by him ſigned and ſealed in the Preſence of two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, ſigned and publiſhed in the Preſence of three or more ſuch Witneſſes, to diſcharge and diſincumber the ſaid Manors, Meſſuages, Lands, Tenements, Tithes, Rents and Hereditaments, all, every or any of them, from the Payment of the ſaid Sum of 3000 *l.* or any Part thereof, or by ſuch Deed, Writing or Will ſo atteſted as aforeſaid,

To raiſe Money for ſuch Uſes as the Wife by Deed or Will ſhall appoint.

In the Settlement is to be contained a Power to let Leaſes, &c.

ſaid, direct the Sum of 3000 *l.* or ſuch Part thereof only as ſhall not be raiſed and paid to ſuch younger Child or Children, as before provided and directed; then and in that Caſe, as to all or ſo much of the ſaid Sum of 3000 *l.* as ſhall be ſo directed not to be raiſed, the ſaid Term of 300 Years ſhall ceaſe, determine and be utterly void; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *C. D.* doth hereby further for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, that ſhe the ſaid *C. D.* her Heirs, Executors or Adminiſtrators, or any Perſon or Perſons in Truſt for her, ſhall and will, within the ſaid three Months next after the Solemnization of the ſaid intended Marriage, aſſign, convey, ſurrender and ſettle all the Manors, Meſſuages, Lands, Tenements, Rents, Tithes and Hereditaments of her the ſaid *C. D.* in the ſaid County of *S.* as are Freehold for Lives, Leaſehold, or Cuſtomary, in ſuch Manner as Counſel learned in the Law of the ſaid *A. B.* his Executors or Adminiſtrators ſhall direct and adviſe, unto the ſaid *E. F.* and *G. H.* their Heirs, Executors Adminiſtrators or Aſſigns, *In Truſt*, and to and for the like Uſes and Eſtates, and ſubject to the like Proviſoes and Agreements in every Reſpect as to the Freehold or Fee-Simple Lands and Hereditaments, as are herein firſt before covenanted to be ſettled; *except* as to the ſaid Term of 500 Years, and the raiſing the ſaid Sum of 3000 *l.* for younger Child or Children's Portions as aforeſaid, which ſaid cuſtomary Lands and Hereditaments are not to be ſubject or liable unto; *and except* as to the ſaid Term of 300 Years, and alſo the ſaid Freehold for Lives and Leaſehold Lands, *upon Truſt* for the ſaid *A. B.* and his Aſſigns during his natural Life, and from and after his Deceaſe *upon Truſt* for the ſaid *C. D.* and her Aſſigns during her natural Life, and from and immediately after the Deceaſe of the Survivor of them, *in Truſt* for the firſt Son of the ſaid *A. B.* on the Body of the ſaid *C. D.* to be begotten, until ſuch firſt Son ſhall attain the Age of twenty-one Years; and in caſe ſuch firſt Son ſhall attain to the Age of twenty-one Years, *Then* in Truſt for ſuch firſt Son, his Executors, Adminiſtrators and Aſſigns; but in caſe ſuch firſt Son ſhall die within the ſaid Age of twenty-one Years, *Then* in Truſt for the ſecond, third, fourth, and all and every other Son and Sons of the ſaid *A. B.* on the Body of the ſaid *C. D.* to be begotten, ſeverally and ſucceſſively one

The Wife covenants within three Months after the Marriage to aſſign and ſettle Freehold Lands for Lives, Leaſehold or Cuſtomary, in Truſt for the like Uſes as the Fee-Simple Lands are to be ſettled;

except as to the Terms of 500 and 300 Years.

The Freehold and Leaſehold Lands upon Truſt for the Huſband for Life; after his Deceaſe for the Wife for Life; after the Deceaſe of the Survivor of them, in Truſt for the firſt Son of the Marriage, until he attains his Age of twenty-one Years; and in caſe he attains that Age, then in Truſt for him; but if he dies before that Age, then in Truſt for the ſecond Son, &c.

after another, as they ſhall be in Priority of Birth and Seniority of Age, until ſuch Son and Sons ſhall attain the Age of twenty-one Years: *Provided* always, that in Caſe any of the ſaid Sons ſhall attain the Age of twenty-one Years, *Then* in Truſt, and to the Intent and Purpoſe, that the full, intire and abſolute Intereſt of the ſaid Leaſehold Premiſſes ſhall veſt in ſuch of the ſaid Sons as ſhall attain the Age of twenty-one Years, and ſhall go to the Executors, Adminiſtrators and Aſſigns of ſuch Son: *Provided* that if all the ſaid Sons ſhall happen to die under the Age of twenty-one Years, and there ſhall be no Son or Sons, *Then* in Truſt for all and every the Daughter and Daughters of the ſaid *A. B.* on the Body of the ſaid *C. D.* to be begotten, equally to be divided between them, Share and Share alike, until ſuch Daughter and Daughters ſhall attain the Age of twenty-one Years: *Provided* that in caſe all or any of the ſaid Daughter or Daughters ſhall attain the Age of twenty-one Years, *Then* in Truſt that the full, intire and abſolute Intereſt of the ſaid Leaſehold Premiſſes ſhall veſt in all and every ſuch Daughter and Daughters as ſhall ſo attain the Age of twenty-one Years, Share and Share alike, and ſhall go to the ſeveral Executors, Adminiſtrators and Aſſigns of ſuch Daughter and Daughters: *Provided* that if all the ſaid Daughters ſhall happen to die under the Age of twenty-one Years, *Then* in Truſt for the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns: *Provided* alſo that it ſhall be lawful for every Perſon who ſhall be in the actual Poſſeſſion of the ſaid Leaſehold Premiſſes, by Virtue of the Limitations aforeſaid, to let Leaſes of the ſaid Premiſſes, or any Part thereof, ſo as the beſt improved Rent be reſerved thereupon, in which ſaid intended Settlement there ſhall alſo be contained ſuch Proviſoes and Agreements from Time to Time to renew or provide for the Continuance of the ſaid Freehold for Lives, Leaſehold or cuſtomary Lands and Hereditaments, as in the like Caſes are uſual, and ſuch as Counſel ſhall adviſe. *And theſe Preſents further witneſs*, that the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, grant and agree to and with the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, in Manner and Form following, (that is to ſay) That he the ſaid *A. B.* his Heirs or Aſſigns, in Conſideration of the ſaid intended Marriage, and of the Conveyances and Aſſurances herein before covenanted to

In Caſe any of the Sons ſhall attain the Age of twenty-one Years, then in Truſt that the full Intereſt of the Leaſehold Premiſſes ſhall veſt in ſuch of the Sons as ſhall firſt attain that Age.

If all the Sons die under the Age of twenty-one Years, and there ſhall be no Son, then in Truſt for the Daughters, &c.

In Caſe all or any of the Daughters attain the Age of twenty-one Years, then in Truſt that the intire Intereſt of the Leaſehold Premiſſes ſhall veſt in ſuch Daughters;

If all the Daughters die under the Age of twenty-one Years, then in Truſt for the Huſband.

Power to let Leaſes of the Leaſehold Premiſſes.

The Huſband covenants, within three Months after the Marriage to appoint Lands of the yearly Value of 200l. for a Jointure for the Wife for her Life, which is to be in Lieu of Dower.

be made, ſhall and will within three Months next after the Solemnization of the ſaid intended Marriage between him the ſaid *A. B.* and *C. D.* direct, limit and appoint Lands, Tenements and Hereditaments in the ſaid County of *S.* of the yearly Value of 200 *l.* unto the ſaid *C. D.* for and during her natural Life, for her Jointure, purſuant to the Power in the Will of *B. B.* Eſq; deceaſed, Father of the ſaid *A. B.* or otherwiſe, which ſaid intended Jointure of 200 *l.* a Year is to be thereby, and is hereby declared to be in Lieu, Recompence and full Satisfaction of all ſuch Dower or Thirds at the Common Law, which ſhe the ſaid *C. D.* ſhall or may have or claim of the Manors, Lands, Tenements or Hereditaments whatſoever of him the ſaid *A. B.* *And further* that he the ſaid *A. B.* ſhall and will join with the ſaid *C. D.* his intended Wife in the making, doing, executing, levying or ſuffering ſuch Conveyances, Aſſurances, Fines and Recoveries of the ſaid Manors, Lands, Tenements, Tithes, Rents and Hereditaments as is herein before covenanted by the ſaid *C. D.* to be made, done, ſuffered or levied as aforeſaid; in which intended Settlement ſhall be contained a Power for the ſaid *C. D.* when in Poſſeſſion of her ſaid Jointure, to let Leaſes for twenty-one Years at Rack-Rents, without taking Fines as is uſual. *And whereas* the ſaid *C. D.* is poſſeſſed of 1000 *l.* or thereabouts in the Capital Stock of new *South-Sea* Annuities: *Now* it is hereby agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid 1000 *l.* Stock from and after the Solemnization of the ſaid intended Marriage ſhall be then forthwith ſold, and the Money ariſing thereby laid out and veſted in the Purchaſe of Meſſuages, Lands or Hereditaments of Inheritance, or of cuſtomary or Leaſehold Lands, and be ſettled to the like and the ſame Uſes, and ſubject to the ſame Proviſoes, Declarations and Agreements in every Reſpect, as the Fee-Simple Lands and the Leaſehold Lands of the ſaid *C. D.* are herein firſt before covenanted to be reſpectively ſettled, or as near as cuſtomary Lands will admit; and until ſuch Sale of the ſaid 1000 *l.* Annuity Stock, the Dividends ſhall be had, taken and received by the Perſon or Perſons who would be intitled to the Rents and Profits of the Lands to be purchaſed, in caſe the ſame were purchaſed therewith; in which ſaid intended Settlement ſhall alſo be contained ſuch Powers and Proviſoes, Declarations and Agreements for ſaving harmleſs Truſtees, and for their Coſts, Charges and Expences, and ſuch other proper Covenants and Agreements as are uſual, and the Counſel

To join with the Wife in making Conveyances.

In which Settlement is to be contained a Power for the Wife, when in Poſſeſſion of her Jointure, to let Leaſes for twenty-one Years.

Recital that the Wife is poſſeſſed of South-Sea Annuities, which is to be ſold, and the Money ariſing thereby laid out in the Purchaſe of Lands to be ſettled.

ſel learned in the Law ſhall direct and adviſe, according to the true Intent and Meaning of theſe Preſents and the Parties hereto. *And laſtly*, it is hereby expreſly declared, provided and agreed, and it is the true Intent and Meaning of the Parties hereto and of theſe Preſents, that in ſuch intended Settlement there ſhall and may be contained ſuch further and other Powers, Proviſoes, Declarations and Agreements as ſhall be thought neceſſary and proper, and as the ſaid *A. B.* and *C. D.* his intended Wife ſhall jointly direct, limit and appoint under their Hands and Seals, but not otherwiſe. *In Witneſs*, &c.

In the Settlement is to be contained ſuch other Powers and Proviſoes, &c. as ſhall be thought proper.

## *A Deed of Agreement before Marriage, whereby it is agreed that the intended Husband and Wife's Fortunes (which are both in Money) ſhall be paid to Truſtees, to be by them laid out in the Purchaſe of Lands to be ſettled, out of which the Wife is to have an Annuity for Pin-Money; and till a Purchaſe can be made, the Money is to be placed out at Intereſt, &c. and the Intereſt to be paid to ſuch Perſon, and in the ſame Manner as the Rents of the ſaid Purchaſe are to be paid.*

THIS *Indenture Tripartite* made, &c. between *A. B.* of, &c. of the firſt Part, *C. D.* of, &c. Widow and Relict of *D. D.* late of, &c. deceaſed, and *C. D.* Spinſter, Daughter of the ſaid *C. D.* Widow, by the ſaid *D. D.* of the ſecond Part, and *E. F.* of, &c. *G. H.* of, &c. and *J. K.* of, &c. of the third Part. *Whereas* a Marriage is intended by God's Permiſſion to be ſhortly had and ſolemnized between the ſaid *A. B.* and *C. D.* the Daughter, and the Portion of the ſaid *C. D.* the Daughter is the Sum of 5000 *l.* which by Virtue of ſome Truſt or Truſts, Covenant or Covenants contained in an Indenture bearing Date, &c. and executed by the ſaid *D. D.* or otherwiſe, will be payable on the Day of her Marriage out of the Perſonal Eſtate late of the ſaid *D. D.* and which the ſaid *A. B.* will be intitled unto upon his Intermarriage with the ſaid *C. D.* the Daughter: *Now this Indenture witneſſeth*, that in Conſideration of the ſaid intended Marriage, it is hereby covenanted, declared and agreed as followeth, (that is to ſay) The ſaid *C. D.* the Mother, *C. D.* the Daughter, and *A. B.* do all hereby declare and agree to and with the ſaid *E. F. G. H.* and *J. K.* their Executors and Adminiſtrators, that the ſaid Sum of 5000 *l.* ſhall

Recital of a Marriage intended, and that the Portion of the Wife is 5000 l.

Which after the Marriage is to be paid to the Truſtees.

ſhall immediately after the Solemnization of the ſaid intended Marriage be paid unto the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, to be diſpoſed of in ſuch Manner and upon ſuch Truſts as are herein after expreſſed: *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators doth hereby covenant and agree to and with the ſaid *E. F. G. H.* and *J. K.* their Executors and Adminiſtrators, that he the ſaid *A. B.* his Executors or Adminiſtrators ſhall and will at any Time or Times after the Solemnization of the ſaid intended Marriage, at the Requeſt of the ſaid *E. F. G. H.* and *J. K.* and the Survivors and Survivor of them, or of the Executors or Adminiſtrators of ſuch Survivor, make, do and execute, or cauſe to be made, done and executed all and every ſuch lawful and reaſonable Act and Acts, Thing and Things, as by the Counſel learned in the Law of the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or of the Executors or Adminiſtrators of ſuch Survivor, ſhall be reaſonably deviſed or adviſed; as well for authorizing and impowering the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, to receive, recover and get in the ſaid Sum of 5000 *l.* as for releaſing and diſcharging therefrom when paid the Truſtees and Executors of the ſaid *D. D.* *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators doth hereby further covenant and agree to and with the ſaid *E. F. G. H.* and *J. K.* in Manner following, that is to ſay, That he the ſaid *A. B.* his Heirs, Executors or Adminiſtrators ſhall and will before the Solemnization of the ſaid intended Marriage well and truly pay, or cauſe to be paid of his or their own proper Monies unto the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, the Sum of 4000 *l.* of lawful Money of *Great Britain*, to be diſpoſed in ſuch Manner and upon ſuch Truſts as are herein after expreſſed; *And* alſo that after the Expiration of five Kalendar Months, to be accounted from the Day of the Solemnization of the ſaid intended Marriage, and one Month's Notice at any Time then after given by the ſaid *C. D.* the Mother, or by the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, unto the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, to pay unto the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch

The Huſband covenants at any Time after the Marriage, at the Requeſt of the Truſtees, to do all lawful Acts, as well for authorizing the Truſtees to receive the 5000 l. as for releaſing when paid the Executors, &c. of the Wife's Father.

The Huſband covenants before the Marriage to pay to the Truſtees 4000 l.

And after the Expiration of five Kalendar Months, and on a Month's Notice, to pay 4000 l. more.

Survivor, the further Sum of 4000 *l.* he the ſaid *A. B.* his Heirs, Executors or Adminiſtrators ſhall and will pay ſuch further Sum of 4000 *l.* of lawful Money of *Great Britain* to the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, according to ſuch Notice to be given as aforeſaid, which further Sum of 4000 *l.* is alſo to be diſpoſed of in ſuch Manner and upon ſuch Truſts as herein after are expreſſed: *And* it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Sums of 5000 *l.* 4000 *l.* and 4000 *l.* when paid as aforeſaid, ſhall be upon Truſt that they the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and do at any Time or Times after the Solemnization of the ſaid intended Marriage, at the Coſts and Charges of the ſaid *A. B.* his Executors or Adminiſtrators, lay out and diſpoſe of the ſaid Sums of 5000 *l.* 4000 *l.* and 4000 *l.* either intirely or by Parcels, with the Conſent and Approbation of the ſaid *C. D.* the Mother, and in Caſe of her Death, then of the ſaid *A. B.* and *C. D.* his intended Wife, in the Purchaſe or Purchaſes of ſome Lands, Tenements or Hereditaments of an Eſtate of Inheritance within that Part of *Great Britain* called *England*: *And* it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, that the Lands, Tenements and Hereditaments ſo to be purchaſed, *when* purchaſed, ſhall be conveyed and ſettled in ſuch Manner as Counſel learned in the Law ſhall adviſe, to and for the Uſes, Intents and Purpoſes, or to or for ſo many of them as the Death of Parties and other Contingencies will then admit of, (that is to ſay) *To the Uſe*, Intent and Purpoſe that two Truſtees (to be nominated by the ſaid *C. D.* the Mother, her Executors or Adminiſtrators) and their Heirs ſhall and may, during the joint Lives of the ſaid *A. B.* and *C. D.* the Daughter, have, receive and take out of the Lands, Tenements and Hereditaments to be purchaſed as aforeſaid, and the Rents, Iſſues and Profits thereof, one Annuity or yearly Sum of 100 *l.* of lawful Money of *Great Britain*, to be paid to the ſaid Truſtees to be nominated as aforeſaid, their Heirs or Aſſigns, upon the four moſt uſual Feaſts or Days of Payment in the Year, commonly called *Chriſtmas-Day*, *Lady-Day*, *Midſummer-Day* and *Michaelmas-Day*, by four equal quarterly Payments, free and clear of and from all Taxes, Charges and Impoſitions whatſoever; the firſt quarterly Payment thereof to be made upon the

The 5000 l. 4000 l. and 4000 l. the Truſtes are to lay out in the Purchaſe of Lands.

To be ſettled to the Intent that two Truſtees ſhall, during the joint Lives of the Huſband and Wife, receive out of the Lands and Profits thereof an Annuity of 100 l. to be paid quarterly clear of Taxes.

the Feaſt-Day of, *&c.* next enſuing the Date of theſe Preſents; *And* to the further Uſe, Intent and Purpoſe, that in Caſe the ſaid Annuity or yearly Sum, or any Part thereof, ſhall be unpaid for the Space of twenty-one Days next after any of the ſaid Feaſts or Days of Payment thereof, then and in ſuch Caſe *toties quoties* happening, it ſhall be lawful for the Truſtees to be nominated as aforeſaid, their Heirs and Aſſigns, into and upon the Lands, Tenements and Hereditaments, out of which the ſaid Annuity or yearly Sum is intended to be iſſuing, or any Part or Parts thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there to be found to take, carry away, and impound and keep, until the ſaid Annuity or yearly Sum, and all Arrears thereof to be ſo unpaid as aforeſaid, with all Coſts, Charges and Expences to be occaſioned by ſuch Diſtreſs or Diſtreſſes, ſhall be fully ſatisfied and paid; *And* to the further Uſe, Intent or Purpoſe, that in Caſe the ſaid Annuity or yearly Sum, or any Part thereof, ſhall be unpaid for the Space of forty-one Days next after any of the ſaid Feaſts or Days of Payment thereof (being lawfully demanded), then and in ſuch Caſe *toties quoties* happening, it ſhall be lawful for the Truſtees to be nominated as aforeſaid, their Heirs and Aſſigns, into and upon the Lands, Tenements and Hereditaments, out of which the ſaid Annuity or yearly Sum is intended to be iſſuing, or any Part or Parts thereof, to enter, and the ſame to have, hold and enjoy, and the Rents, Iſſues and Profits thereof to receive and take, until the ſaid Annuity or yearly Sum, and all Arrears thereof to be ſo unpaid for the Space of forty-one Days as aforeſaid, and all Arrears to incur during ſuch Poſſeſſion, with the Coſts, Charges and Expences to be occaſioned by ſuch Entry, ſhall be fully ſatisfied and paid; which ſaid Annuity or yearly Sum ſhall be upon the Truſts herein after mentioned concerning the ſame, and ſubject to the ſaid Annuity or yearly Sum, *To the Uſe* of two other Truſtees, to be nominated as aforeſaid, their Executors, Adminiſtrators and Aſſigns, for the Term of ninety-nine Years from the Day of the Solemnization of the ſaid intended Marriage, without Impeachment of Waſte; nevertheleſs upon the Truſt and for the End herein after mentioned concerning the ſame Term; *And* from and after the Determination of the ſaid Term of ninety-nine Years and ſubject thereunto, *To the Uſe* of the ſaid *A. B.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte,

The Truſtees to enter and diſtrain in Caſe the Annuity is unpaid twenty-one Days.

If unpaid forty-one Days, to enter and receive the Rents.

Which Annuity is to be upon the Truſts after mentioned, and ſubject to the Annuity, to the Uſe of two other Truſtees for ninety-nine Years.

And after the Determination of the ninety-nine Years, to the Huſband for Life ſans Waſte, Remainder to Truſtees to preſerve contingent Remainders.

After the Death of the Husband, to the Intent that the Wife, if ſhe ſurvives him, ſhall have out of the Lands an Annuity of 500 l. for her Jointure, and in Bar of Dower.

The Wife to enter and diſtrain, in Caſe the Annuity of 500 l. is unpaid twenty-one Days.

If unpaid forty-one Days, to receive the Rents.

and from and after the Determination of that Eſtate, to the Uſe of two Truſtees, to be nominated as aforeſaid, and their Heirs, during the Life of the ſaid *A. B.* upon Truſt to preſerve contingent Remainders, and for ſuch Purpoſe to make Entries and bring Actions as Occaſion may require; but nevertheleſs in Truſt to permit the ſaid *A. B.* to receive the Rents and Profits for his own Uſe during his Life; and from and after the Death of the ſaid *A. B.* *To the Uſe*, Intent and Purpoſe, that the ſaid *C. D.* the Daughter, if ſhe ſhall ſurvive the ſaid *A. B.* her intended Husband, ſhall and may have, receive and take out of the Lands, Tenements and Hereditaments, to be purchaſed as aforeſaid, and the Rents, Iſſues and Profits thereof, one Annuity or yearly Sum of 500 *l.* of lawful Money of *Great Britain*, for and during the Term of her natural Life, for her Jointure, and in Bar of all Dower and Thirds, and Title of Dower or Thirds, which ſhe may claim by Reaſon of the ſaid intended Marriage, to be paid unto her upon the ſaid four moſt uſual Feaſt or Days of Payment in the Year, by equal quarterly Payments, free and clear of and from all Taxes, Charges and Impoſitions whatſoever; the firſt quarterly Payment to be made upon ſuch of the ſame Feaſts or Days as ſhall next happen after the Death of the ſaid *A. B.* *And* to this further Intent and Purpoſe, that in Caſe the ſaid Annuity or yearly Sum of 500 *l.* or any Part thereof, ſhall be behind for the Space of twenty-one Days next after any of the ſaid Feaſts or Days of Payment thereof, then and in ſuch Caſe *toties quoties* happening, it ſhall be lawful for the ſaid *C. D.* the Daughter and her Aſſigns, into and upon the Lands, Tenements and Hereditaments, out of which the ſame Annuity or yearly Sum is intended to be iſſuing, or any Part or Parts thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there to be found, to take, carry away, impound and keep, until the ſaid Annuity or yearly Sum of 500 *l.* and all Arrears thereof to be ſo behind as aforeſaid, with all Coſts, Charges and Expences to be occaſioned by ſuch Diſtreſs or Diſtreſſes, ſhall be fully ſatisfied and paid; *And alſo* to the further Uſe, Intent and Purpoſe, that in Caſe the ſaid Annuity or yearly Sum of 500 *l.* or any Part thereof ſhall be behind by the Space of forty-one Days, next after any of the ſaid Feaſts or Days of Payment thereof (being lawfully demanded), then and in ſuch Caſe *toties quoties* happening, it ſhall be lawful for the ſaid *C. D.* the Daughter and her Aſſigns, into and upon the Lands, Tenements and Hereditaments, out of which the ſame Annuity or yearly Sum is intended to be iſſuing, or any Part or Parts thereof, to enter, and the ſame to have, hold and enjoy, and the Rents, Iſſues and Profits thereof to receive and take, until the ſaid Annuity or yearly Sum of 500 *l.* and all Arrears thereof to be ſo unpaid for the Space of forty-one Days as aforeſaid, and all Arrears to incur during ſuch Poſſeſſion, with the Coſts, Charges and Expences to be occaſioned by ſuch Entry, ſhall be fully ſatisfied and paid; *And* from and after the Death of the ſaid *A. B.* ſubject nevertheleſs to the ſaid Annuity or yearly Sum of 500 *l.* to the ſaid *C. D.* the Daughter, for her Jointure as aforeſaid, and ſubject to the ſaid Term of ninety-nine Years, to the Uſe of two other Truſtees to be nominated as aforeſaid, their Executors, Adminiſtrators and Aſſigns, for the Term of 100 Years from the Day of the Death of the ſaid *A. B.* without Impeachment of Waſte, upon the Truſt and for the End herein after mentioned concerning the ſame; *And* from and after the Determination of the ſaid Term of 100 Years, and ſubject thereunto, *To the Uſe* of the firſt, ſecond, third, and all and every other Son and Sons of the ſaid *A. B.* on the Body of the ſaid *C. D.* the Daughter, his intended Wife, to be begotten, ſeverally, ſucceſſively and in Remainder one after another, as they ſhall be in Priority of Birth, and Seniority of Age, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the younger of ſuch Sons and the Heirs Male of his Body; *And* in Default of ſuch Iſſue, to the Uſe of two other Truſtees (one whereof to be nominated by the ſaid *C. D.* the Mother, her Executors or Adminiſtrators, and the other by the ſaid *A. B.*) and of their Executors, Adminiſtrators and Aſſigns for the Term of 1000 Years, without Impeachment of Waſte, upon the Truſts thereof herein after mentioned; and from and after the Determination of the ſeveral Eſtates to be limited as aforeſaid, to the Uſe of the Right Heirs of the ſaid *A. B.* *And* it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that in the ſaid intended Settlement there ſhall be contained a Declaration and Agreement, that the ſaid Annuity or yearly Sum of 100 *l.* intended to be paid to the two Truſtees to be nominated, as aforeſaid, to receive the ſame, and their Heirs, is to be ſo paid, *Upon Truſt* that the ſame Truſtees

After the Death of the Husband, ſubject to the ſame Annuity, and to the ninety-nine Years, to the Uſe of two other Truſtees for 100 Years.

Remainder to the firſt and other Sons of the Marriage.

In Default of ſuch Iſſue to Truſtees for 1000 Years.

Remainder to the Heirs of the Husband.

In the intended Settlement ſhall be contained a Declaration that the ſaid Annuity of 100 l. ſhall be paid to ſuch Perſon, and for ſuch Uſes only, as the Wife alone, without the Controul of her Husband, ſhall direct.

and their Heirs ſhall pay the ſame Annuity or yearly Sum to ſuch Perſon or Perſons only, and for ſuch Uſes, Intents and Purpoſes only, as the ſaid *C. D.* the Daughter, alone, without the Order, Direction or Controul of the ſaid *A. B.* notwithſtanding her intended Coverture, by any Writing or Writings, with or without Power of Revocation, to be ſigned by her the ſaid *C. D.* the Daughter, with her own proper Hand-writing, ſhall from Time to Time direct, (the ſaid Annuity or yearly Sum of 100 *l.* being intended only for the perſonal and private Uſe and Expences of the ſaid *C. D.* the Daughter, during her intended Coverture, and not to be liable to any Direction, Incumbrance or Diſpoſition of the ſaid *A. B.*) And in the ſaid intended Sttlement there ſhall be contained a Power for the ſaid *C. D.* the Daughter, by Writing under her Hand, to give Diſcharges from Time to Time, for all or ſo much of the ſaid Annuity or yearly Sum of 100 *l.* as ſhe ſhall think fit to receive with her own Hands; *And* it is hereby further declared and agreed, by and between the ſaid Parties to theſe Preſents, as followeth, (that is to ſay) That the ſaid Term of ninety-nine Years ſhall be upon Truſt for the better ſecuring the Payment, as aforeſaid, of the ſaid Annuity or yearly Sum of 100 *l.* clear of all Taxes and Charges as aforeſaid, during ſo long Time of the ſame Term as the ſaid *A. B.* and the ſaid *C. D.* the Daughter, ſhall both jointly live; and for that End, in Caſe the ſame Annuity or yearly Sum, or any Part ſhall be unpaid for the Space of forty-two Days next after any of the ſaid Feaſts or Days of Payment thereof, although no Demand be thereof made, then and ſo often the Truſtees, to whom ſhall be limited as aforeſaid, and the Survivor of them, his Executors and Adminiſtrators, ſhall and may enter into and upon the Lands, Tenements and Hereditaments to be comprized in the ſame Term, or any Part or Parts thereof, and receive and take the Rents and Profits thereof, or bring Actions againſt the Tenants thereof for their reſpective Rents, and thereby raiſe and pay, according to the before mentioned and intended Truſts of the ſaid Annuity or yearly Sum of 100 *l.* all or ſo much of the ſame Annuity or yearly Sum as ſhall be ſo unpaid, either before or after ſuch Entry, together with all Coſts, Charges, Damages and Expences concerning the ſame; And alſo that in the ſaid intended Settlement there ſhall be contained a Proviſo or Power, that the ſaid *A. B.*

The Annuity of 100 l. intended only for the private Uſe of the Wife.

In the Settlement ſhall be contained a Power for the Wife, by Writing under her Hand, to give Diſcharges for all or ſo much of the ſame Annuity as ſhe ſhall receive with her own Hands.

The ninety-nine Years declared to be upon Truſt for better ſecuring the Payment of the Annuity of 100 l. clear of Taxes.

In the Settlement ſhall be contained a Proviſo, that the Husband ſhall receive the Rents of the Lands to be contained in the Term of ninety-nine Years, till Default ſhall be made in Payment of Annuity of 100 l. &c.

may receive the Rents and Profits of the Lands, Tenements and Hereditaments to be comprized in the ſaid Term of ninety-nine Years, till Default ſhall be made in Payment of the ſaid Annuity or yearly Sum of 100 *l.* or ſome Part thereof, in Manner aforeſaid; and alſo a Proviſo, that upon the Death of either of them the ſaid *A. B.* and *C. D.* the Daughter, (all Arrears of the ſaid Annuity or yearly Sum of 100 *l.* and all Coſts and Charges relating thereto, being ſatisfied and paid) the ſaid Term of ninety-nine Years to be limited as aforeſaid, ſhall be void; *And* it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Term of 100 Years ſhall be upon Truſt for the better ſecuring the Payment, as aforeſaid, of the ſaid Annuity or yearly Sum of 500 *l.* clear of all Taxes and Charges to the ſaid *C. D.* the Daughter, and her Aſſigns, during her Life, after the Death of the ſaid *A. B.* And for that End, in Caſe the ſame Annuity or yearly Sum, or any Part thereof ſhall be behind for the Space of forty-two Days next after any of the ſaid Feaſts or Days of Payment thereof, although no Demand be thereof made, then and ſo often the Truſtees, to whom the Term of 100 Years ſhall be limited as aforeſaid, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall and may enter into and upon the Lands, Tenements and Hereditaments to be comprized in the ſame Term, or any Part or Parts thereof, and receive and take the Rents and Profits thereof, or bring Actions againſt the Tenants thereof for their reſpective Rents, and thereby raiſe and pay all or ſo much of the ſaid Annuity or yearly Sum of 500 *l.* as ſhall be ſo unpaid, either before or after ſuch Entry, together with all Coſts, Charges, Damages and Expences concerning the ſame; *And alſo* that in the ſaid intended Settlement there ſhall be contained a Proviſo, that till Default in Payment of the ſaid Annuity or yearly Sum of 500 *l.* or of ſome Part thereof, in Manner aforeſaid, it ſhall be lawful for the Perſon or Perſons, who for the Time being ſhall be intitled to the Reverſion or Remainder, immediately expectant upon the Determination of the ſaid Term of 100 Years, to receive and take the Rents, Iſſues and Profits of the Lands, Tenements and Hereditaments to be comprized in the ſame Term, for his and their own Uſe, without the Interruption of the ſaid *C. D.* the Daughter, or any Perſon claiming under the ſaid Term of 100 Years;

The 100 Years declared to be upon Truſt for better ſecuring the Payment of the Annuity of 500 l. clear of Taxes.

In the Settlement ſhall be contained a Proviſo, that till Default in Payment of the Annuity of 500 l. the Perſon intitled to the Reverſion expectant on the Determination of 100 Years, to receive the Rents, &c. And alſo a Proviſo, that after the Death of the Wife, and Payment of all Arrears of Annuity of 500 l. &c. the Term of 100 Years to be void.

and alſo a Proviſo, that after the Death of the ſaid *C. D.* the Daughter, and Payment of all Arrears of the ſaid Annuity or yearly Sum of 500 *l.* and of all Coſts and Charges relating to the ſame, the ſaid Term of 100 Years to be limited as aforeſaid, ſhall be void; *And* it is hereby alſo further declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Term of 1000 Years ſhall be upon the Truſts following, (that is to ſay) *Upon Truſt* that in Caſe there ſhall be no Son of the Bodies of the ſaid *A. B.* and *C. D.* the Daughter, his intended Wife, begotten, or there being any ſuch Son or Sons, all of them ſhall die under the Age of twenty-one Years, without Iſſue Male of any of their Bodies begotten, and in either of the ſame Caſes there ſhall be one or more Daughter or Daughters of the Bodies of the ſaid *A. B.* and *C. D.* his intended Wife, who ſhall live to attain the Age of eighteen Years, or be married, that then the Truſtees, to whom the Term of 1000 Years ſhall be limited, or the Survivor of them, his Executors or Adminiſtrators, ſhall and do, after the Death of the ſaid *A. B.* or in his Life-time, if he ſhall by any Writing or Writings under his Hand and Seal ſo direct and appoint, out of the Rents and Profits of the Lands, Tenements and Hereditaments, to be purchaſed as aforeſaid, and limited for ſuch Term, or by Mortgaging or Selling thereof, or of any Part or Parts thereof, or by all or any of the ſame Ways and Means (without Prejudice nevertheleſs to the Raiſing of the ſaid Annuity or yearly Sum of 500 *l.* for Jointure, or to any of the ſaid Remedies for the ſame) raiſe and levy the Sum of 6000 *l.* for the Portion or Portions of ſuch Daughter or Daughters, to be paid as followeth, (that is to ſay) If there ſhall be but one ſuch Daughter, then to be paid intirely to ſuch Daughter, and if there ſhall be two or more ſuch Daughters, then to be equally divided between or amongſt them, Share and Share alike; the ſame Portion or Portions to be paid unto ſuch Daughter or Daughters reſpectively at her or their reſpective Age or Ages of eighteen Years, or Day or Days of Marriage, which ſhall reſpectively firſt happen, in Caſe the ſaid *A. B.* ſhall be then dead, and ſhall not have appointed the ſame Portion or Portions to be raiſed in his Life-time; and in Caſe he ſhall be then living, and ſhall not appoint the ſame Portion or Portions to be raiſed in his Life-time, then within ſix Kalendar Months next after his Deceaſe, with Intereſt for the ſame from the Time of his Death to the Time of Payment, after the Rate of 5 *l. per Cent. per Annum*; and if there ſhall be more ſuch Daughters than

The Truſts of the 1000 Years declared to raiſe Portions and Maintenance for Daughters.

than one, and any of them ſhall happen to die before her or their Portion or Portions ſhall become payable, then the Portion or Portions of her or them ſo dying ſhall go and be paid to the Survivors or Survivor of ſuch Daughters, when the original Portion or Portions of ſuch ſurviving Daughter or Daughters ſhall become payable; and the ſaid Term of 1000 Years ſhall be upon further Truſt, in Caſe at the Time of the Death of the ſaid *A. B.* or afterwards there ſhall be a Failure of ſuch Sons and Iſſue Male as aforeſaid, and there ſhall be one or more ſuch Daughter or Daughters as aforeſaid, who ſhall be under the Age of eighteen Years and unmarried, that then the Truſtees to whom the ſaid Term of 1000 Years ſhall be limited, or the Survivor of them, his Executors or Adminiſtrators, ſhall and do by ſuch Ways and Means as aforeſaid, or any of them, raiſe and pay (without Prejudice nevertheleſs as aforeſaid) for the Maintenance and Education of ſuch Daughter or Daughters to be ſo under Age and unmarried, the yearly Sum or yearly Sums following, *viz.* if there ſhall be but one ſuch Daughter, then ſuch yearly Sum as the Intereſt of her Portion ſhall amount unto, after the Rate of 2 *l. per Cent. per Annum,* until her Age of twelve Years, and afterwards ſuch yearly Sum as the Intereſt of her Portion ſhall amount unto, after the Rate of 3 *l. per Cent. per Annum,* until her Portion ſhall become payable; and if there ſhall be two or more ſuch Daughters, then ſuch yearly Sum as the Intereſt of their reſpective Portions ſhall amount unto after the Rate of 4 *l. per Cent. per Annum,* until their reſpective Ages of twelve Years, and afterwards ſuch yearly Sum as the Intereſt of their reſpective Portions ſhall amount unto after the Rate of 5 *l. per Cent. per Annum,* until their Portions ſhall reſpectively become payable (ſuch maintenance Monies to be payable half yearly, free from all Deductions for Taxes, and all Abatements) and ſubject to the before-mentioned Truſts of the ſaid Term of 1000 Years, and to the reimburſing the Truſtees their Coſts and Charges in relation thereto, the ſame Term ſhall attend and wait upon the Freehold and Inheritance of the Lands, Tenements and Hereditaments to be purchaſed and ſettled as aforeſaid; *And* it is hereby further declared and agreed, that in ſuch Settlement to be made as aforeſaid, there ſhall be ſuch uſual and reaſonable Proviſoes, Clauſes and Declarations, in Relation to the ſaid Term of 1000 Years and the Truſts thereof, and ſuch uſual Power or Powers for making Leaſes for any Number of Years, not exceeding twenty-one Years, at Rack-

In the Settlement to be made, ſhall be uſual Proviſoes, &c.

Rents, without taking Fines, as Counſel learned in the Law ſhall adviſe; *And* alſo a Power and Declaration, that if the ſaid *A. B.* ſhall happen to die without Iſſue of his Body on the Body of the ſaid *C. D.* the Daughter begotten, born or to be born alive, and the ſaid *C. D.* the Daughter ſhall ſurvive him the ſaid *A. B.* then the ſaid *C. D.* the Daughter may at any Time within the Space of ſix Kalendar Months next after his ſo dying make her Election, either to have the ſaid Annuity or yearly Sum of 500 *l.* for her Life for her Jointure, and the Annuity or yearly Sum of of 100 *l.* to be ſettled as an additional Jointure for her, upon ſuch Contingency as is herein after mentioned, or elſe to have and receive the Sum of 6000 *l.* in Lieu of the ſame Annuities or yearly Sums intended for her Jointure and additional Jointure; *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators doth covenant, grant and agree to and with the ſaid *E. F. G. H.* and *J. K.* their Executors, Adminiſtrators and Aſſigns by theſe Preſents, that in Caſe the ſaid intended Marriage ſhall take Effect, and the ſaid *A. B.* ſhall die without Iſſue of his Body on the Body of the ſaid *C. D.* the Daughter begotten, and ſhe ſurvives him, (not being enſient or with Child at the Time of his Deceaſe) and ſhall within ſix Kalendar Months next after the ſo dying of the ſaid *A. B.* make her Election to accept and take the ſaid Sum of 6000 *l.* in Lieu of the ſaid Annuity or yearly Sum of 500 *l.* intended for her Jointure, and of the Annuity or yearly Sum of 100 *l.* herein after mentioned to be for her additional Jointure, and ſhall ſignify ſuch her Election by any Writing under her Hand and Seal to be atteſted by two or more credible Witneſſes; and the ſaid *C. D.* the Daughter and her Truſtees having any Eſtate or Intereſt in the ſame Annuities or yearly Sums, or either of them, or any Eſtate or Intereſt in any Lands, Tenements or Hereditaments, for ſecuring the Payment thereof, ſhall be ready to ſurrender, or aſſign and transfer the ſame Annuities or yearly Sums, Eſtates and Intereſts, and every of them for the ſaid Sum of 6000 *l.* in ſuch Manner as Counſel learned in the Law ſhall reaſonably adviſe; then and in ſuch Caſe the Heirs, Executors or Adminiſtrators of the ſaid *A. B.* ſhall and will pay, or cauſe to be paid unto the ſaid *C. D.* the Daughter, her Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 6000 *l.*

The Huſband covenants that if the Marriage takes Effect, and he ſhall die without Iſſue of his Body on the Body of his Wife, and ſhe ſurvives him, (not being with Child at his Deceaſe) and ſhall within ſix Months after the ſo dying of the Huſband make her Election to accept of 6000 l. in Lieu of the Annuity of 500 l. and of the Annuity of 100 l. after mentioned, and ſhall ſignify ſuch her Election by Writing under her Hand; and the Wife and her Truſtees having any Eſtate in the ſame Annuities, &c. and ſhall be ready to ſurrender or aſſign the ſame for the ſaid 6000 l. then the Heirs, &c. of the Huſband ſhall pay to the Wife the ſaid 6000 l. with Intereſt at 5 l. per Cent. from the Death of the Huſband and Election of the Wife made and ſigned as aforeſaid.

of lawful Money of *Grean Britain*, with Intereſt for the ſame after the Rate of 5 *l. per Cent. per Ann.* from the Death of the ſaid *A. B.* and the Election of the ſaid *C. D.* the Daughter, made and ſigned as aforeſaid: *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that until ſuch Purchaſe or Purchaſes as aforeſaid ſhall be made with the ſaid Sums of 5000 *l.* 4000 *l.* and 4000 *l.* it ſhall and may be lawful to and for the ſaid *E. F. G. H.* and *J. K.* and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, as and after the ſame reſpective Sums ſhall from Time to Time be received by them, or any of them reſpectively, by and with the Conſent and Approbation of the ſaid *C. D.* the Mother, *A. B.* and *C. D.* the Daughter, his ſaid intended Wiſe, or of the Survivors or Survivor of them, from Time to Time to inveſt or place out, either intirely or in Parcels, upon any Security or Fund, Securities or Funds Parliamentary or otherwiſe, or to depoſit the ſame with any Perſon or Perſons, or in any Place or Places for ſafe Cuſtody, either at Intereſt or without Intereſt; as alſo that from Time to Time, till ſuch Purchaſe or Purchaſes as aforeſaid ſhall be made, the Intereſt, Produce and Proceed to ariſe and be made of and from the ſaid ſeveral Sums of 5000 *l.* 4000 *l.* and 4000 *l.* ſhall go and be paid to ſuch Perſon and Perſons, and in the ſame Manner as the Rents and Profits of the ſaid Purchaſe or Purchaſes when made are to go and be paid: *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators doth hereby covenant, promiſe and agree to and with the ſaid *E. F. G. H.* and *J. K.* their Executors and Adminiſtrators, that in Caſe, after the Solemnization of the ſaid intended Marriage, and during the joint Lives of the ſaid *A. B.* and *C. D.* the Daughter, his intended Wife, he the ſaid *A. B.* ſhall by any Ways or Means be poſſeſſed in his own Right of any Eſtate or Eſtates, real or perſonal, Goods or Chattels, of greater Value than ſuch as at, and by Reaſon of his ſaid intended Marriage he will be intitled unto (ſuch greater Value amounting to the Sum of 2000 *l.* or upwards); then and in ſuch Caſe he the ſaid *A. B.* ſhall and will purchaſe Lands, Tenements and Hereditaments in ſuch Part of *Great Britain* as is called *England*, of a ſufficient yearly Value for the ſame Purpoſe, and thereby ſecure a Rent-Charge of 100 *l. per Ann.* clear of all Taxes, Charges and Reprizes, to be paid to the ſaid *C. D.* the Daughter as an additional Jointure to the ſaid

Till a Purchaſe can be made, the Truſtees to put the 5000 l. 4000 l. and 4000 l. out at Intereſt, &c.

Or to depoſite the ſame with any Perſon for ſafe Cuſtody, &c.

The Huſband covenants that if after the Marriage, and during the joint Lives of him and his Wiſe, he ſhall be poſſeſſed of any Eſtate of greater Value than ſuch as by Reaſon of this Marriage (ſuch greater Value amounting to 2000 l. or upwards); then he will purchaſe Lands, and thereby ſecure a Rent-Charge of 100 l. per Ann. as an additional Jointure to the Annuity of 500 l.

ſaid Annuity or yearly Sum of 500 *l.* before mentioned to be paid to her for Life for her Jointure, and in like Manner as the ſame Annuity or yearly Sum of 500 *l.* is intended to be ſecured; ***And*** the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators doth hereby covenant, promiſe and agree to and with the ſaid *E. F. G. H.* and *J. K.* their Executors and Adminiſtrators, that in Caſe any Monies ſhall after the Solemnization of the ſaid intended Marriage become due or payable to the ſaid *A. B.* in Right of the ſaid *C. D.* his intended Wife, or ſhall be advanced or given to him after the ſaid intended Marriage by any of her Relations, then and in ſuch Caſe *toties quoties* happening, he the ſaid *A. B.* ſhall and will at his own Coſts and Charges, upon the Requeſt of the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, aſſign and transfer unto the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſuch Monies ſo to become due or payable, or to be ſo advanced or given as aforeſaid; and alſo make, do and execute any ſuch Act, Matter and Thing, Acts, Matters and Things whatſoever for the enabling the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, to recover and receive the ſame Monies as by Counſel learned in the Law ſhall be reaſonably deviſed or adviſed: *And* it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that all ſuch Monies as ſhall ſo become due or payable as aforeſaid in Right of the ſaid *C. D.* the Daughter, or ſhall be ſo advanced or given as aforeſaid after Payment thereof to the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall be upon the Truſts following, *viz. Upon Truſt* that they the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and may by the Direction or Appointment of the ſaid *C. D.* the Daughter in Writing under her Hand, notwithſtanding her intended Coverture, from Time to Time inveſt or place out either intirely or in Parcels all ſuch Monies in and upon any Security or Fund, Securities or Funds Parliamentary or otherwiſe, or depoſite the ſame Monies with any Perſon or Perſons, or in any Place or Places for ſafe Cuſtody, either at Intereſt or without Intereſt; and that all the Intereſt, Produce and Profit to ariſe and be made thereby during the joint Lives of the ſaid *A. B.* and *C. D.*

The Huſband covenants that if after the Marriage any Monies ſhall become due to him in Right of his Wife, or given to him by her Relations, then he will aſſign it to the Truſtees.

And do any Act for enabling them to recover and receive the ſame Monies.

All ſuch Monies ſo to become due ſhall be upon Truſt for the Truſtees to inveſt the ſame upon any Security, &c. either at or without Intereſt; the Intereſt during the joint Lives of the Huſband and Wife to be paid to ſuch Perſons and for ſuch Uſes as the Wife, notwithſtanding her intended Coverture, ſhall by Writing under her Hand appoint.

*C. D.* the Daughter, ſhall be paid to ſuch Perſon and Perſons, and for ſuch Uſes, Intents and Purpoſes, as the ſaid *C. D.* the Daughter, notwithſtanding her intended Coverture, ſhall by any Writing under her Hand direct and appoint: *Provided* that the Receipt in Writing under the Hand of the ſaid *C. D.* the Daughter, notwithſtanding ſuch Coverture, ſhall from Time to Time be a ſufficient Diſcharge for ſo much of the ſame Intereſt, Produce and Profit, as ſhe ſhall think fit to receive with her own Hands; And in Caſe the ſaid *C. D.* the Daughter ſhall die in the Life-time of the ſaid *A. B.* leaving any Child or Children of her Body begotten by the ſaid *A. B.* then and in ſuch Caſe the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall ſtand and be poſſeſſed of ſuch Monies that ſhall become due or payable as aforeſaid in Right of the ſaid *C. D.* the Daughter, or be given as aforeſaid by any of her Relations, and that ſhall be received by the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, and alſo of ſuch Intereſt, Produce and Profit thereof, as ſhall be unreceived or unappointed by the ſaid *C. D.* the Daughter in her Life-time, *In Truſt* for ſuch Child or Children, intire or in ſuch Parts, Shares and Proportions, as ſhe by any Will or Deed in Writing under her Hand ſhall direct or appoint; and for want of ſuch Direction or Appointment, *in Truſt* intirely for one ſuch Child, if but one; and if more than one, *then* in Truſt for all ſuch Children, Share and Share alike; And in Caſe the ſaid *C. D.* the Daughter ſhall die in the Life-time of the ſaid *A. B.* leaving no Child of her Body, then they the ſaid *E. F. G. H.* and *J. K.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall ſtand and be poſſeſſed of the Monies to become due or payable, or be given as aforeſaid, and of the Intereſt, Produce and Profit thereof unreceived or unappointed by her, *In Truſt* for ſuch Perſon or Perſons, and for ſuch Purpoſes, as ſhe by any Deed or Will in Writing under her Hand ſhall direct or appoint; and for want of ſuch Direction, *then* in Truſt for the Executors or Adminiſtrators of the ſaid *C. D.* the Daughter; And in Caſe the ſaid *C. D.* the Daughter ſhall ſurvive the ſaid *A. B.* then and in ſuch Caſe the ſaid *E. F. G. H.* and *J. K.* their Executors and Adminiſtrators, ſhall from and after ſuch

The Receipt of the Wife to be ſufficient.

If in Caſe the Wife dies in the Life-time of the Huſband, leaving Children, then the Truſtees ſhall be poſſeſſed of ſuch Monies as ſhall become due in her Right, and of ſuch Intereſt as ſhall be unreceived, in Truſt for ſuch Children, intire or in ſuch Parts as ſhe by Will or Deed ſhall appoint, &c.

In Caſe the Wife dies in the Life-time of the Huſband, leaving no Child, then the Truſtees ſhall be poſſeſſed of ſuch Monies and Intereſt, in Truſt for ſuch Perſons as ſhe by Deed or Will ſhall appoint, &c.

And if the Wife ſurvives the Huſband, then the Truſtees to be poſſeſſed of ſuch Monies and Intereſt, in Truſt for the Wife.

Death of the ſaid *A. B.* ſtand and be poſſeſſed of ſuch Monies that ſhall become due and payable as aforeſaid, in Right of the ſaid *C. D.* the Daughter, or be given as aforeſaid by any of her Relations, and of the Intereſt, Produce and Profit thereof unreceived or unappointed by her, *In Truſt* for her the ſaid *C. D.* the Daughter, her Executors, Adminiſtrators and Aſſigns: *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *E. F. G. H.* and *J. K.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, ſhall not be anſwerable for the Acts, Receipts, Payments or Defaults of the other or others of them; and that each and every of them ſhall be anſwerable only for what Money he or they reſpectively ſhall actually receive, and no more; and that they ſhall not be anſwerable for the Loſs of any Truſt-Monies that ſhall happen without their wilful Default in depoſiting for ſafe Cuſtody, placing out at Intereſt, laying out in a Purchaſe, or otherwiſe howſoever; and that they ſhall be reimburſed out of the Truſt-Monies all ſuch Coſts, Charges and Expences which they ſhall ſuſtain or be put unto in the Execution or Management of the Truſts hereby repoſed in them, or in any wiſe touching or concerning the ſame Truſts, or any of them. *In Witneſs*, &c. W.

Truſtees, or either of them, not to be anſwerable for the Acts of the other of them, &c.

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*A Deed of Agreement before Marriage, whereby it is agreed, that the intended Wife's undivided third Part of ſeveral Eſtates ſhall be conveyed to Truſtees, in Truſt that they ſhall ſell the ſame, and lay out the Monies which ſhall ariſe by ſuch Sale, and other Monies, in purchaſing Lands, to be ſettled; and the intended Huſband's Father covenants to ſettle Lands.*

THIS *Indenture Quadrupartite*, made, *&c.* between *A. B.* of, *&c.* and *B. B.* Eldeſt Son and Heir Apparent of the ſaid *A. B.* of the firſt Part, *C. D.* of, *&c.* Spinſter, only Daughter and only Iſſue of *D. D.* late of, *&c.* by *M.* his firſt Wife, both deceaſed, and one of the three Coheirs of the ſaid *D. D.* of the ſecond Part, *E. F.* of, *&c.* and *G. H.* of, *&c.* of the third Part, and *J. K.* of, *&c.* and *A. B.* the Younger, of, *&c.* ſecond

Son of the before named *A. B.* of the fourth Part. *Whereas* a Marriage is intended, by God's Permiſſion, to be ſhortly had and ſolemnized between the ſaid *B. B.* and the ſaid *C. D.* *And whereas* the ſaid *C. D.* is intitled to a Marriage Portion of 5000 *l.* ſecured by a Term of 500 Years, limited to *T. S. J. B. P. P.* and *J. R.* of, *&c.* of and in divers Lands and Hereditaments in *A.* in the County of *W.* and in *B.* in the County of, *&c.* late the Inheritance of the ſaid *D. D.* payable at her Age of twenty-one Years, and the ſaid *J. R.* the ſurviving Truſtee (the ſaid *T. S.* and *J. B.* and *P. P.* being all dead) by the Direction of the ſaid *C. D.* hath aſſigned the ſaid Term of 500 Years to the ſaid *E. F. G. H. J. K.* and *A. B.* the younger, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, as the ſaid *C. D.* by any Deed or Deeds to be by her duly executed in the Preſence of two or more credible Witneſſes, ſhall declare or appoint concerning the ſame, as by an Indenture of Releaſe or Settlement bearing Date, *&c.* and expreſſed to be made between the ſaid *D. D.* and *M.* his Wife, of the firſt Part, the ſaid *T. S.* and *J. B.* of the ſecond Part, and the ſaid *P. P.* and *J. R.* of the third Part, and by Deed Poll, bearing Date the Day next before the Day of the Date of theſe Preſents, and indorſed on the ſame Indenture of Releaſe or Settlement, Relation being thereunto reſpectively had, may appear: *And whereas* the ſaid *D. D.* departed this Life inteſtate, and the ſaid *C. D.* as one of the three Daughters and Co-heirs of the ſaid *D. D.* is intitled to the Inheritance and Fee-ſimple of one undivided third Part, the whole into three equal Parts to be divided, of the Lands and Hereditaments aforeſaid, and of all other the Lands and Hereditaments, either Freehold or Copyhold, wherein the ſaid *D. D.* died ſeiſed of any Eſtate of Inheritance, and is alſo intitled to an undivided third Part of the Site of the Manor of *A.* aforeſaid, and divers Lands and Hereditaments there held by her ſaid Father from the Right Rev. the Lord Biſhop of *W.* by Leaſe for three Lives, ſubject to the Portion of —— a-piece for *E.* and *A.* the two Daughters of the ſaid *D. D.* by *E.* his laſt Wife deceaſed (his other Coheirs) provided for them by a Covenant in the Marriage Settlement of the ſaid *D. D.* with the ſaid *E.* his late Wife; and the ſaid *C. D.* is alſo intitled to a third Part of all the perſonal Eſtate of which the ſaid *D. D.* died poſſeſſed of or intereſted in; and the ſaid *C. D.* is alſo intitled to *South-Sea* Stock and *South-Sea* Annuity Stock, in the whole amounting 1000 *l.* to all which the ſaid *B. B.* will be intitled upon

Recital of a Marriage intended; That the Wife is intitled to a Portion of 5000 l. ſecured by a Term of 500 Years.

Recital that the Wife's Father died inteſtate, and that ſhe, as one of his three Daughters and Co-heirs, is intitled to an undivided third Part of his Lands, &c.

And alſo to a third Part of his Perſonal Eſtate.

upon the ſaid Intermarriage: *And whereas* upon Treaty of the ſaid Marriage it hath been agreed, that the Share of the ſaid *C. D.* in the real Eſtate of the ſaid *D. D.* her late Father, both Inheritance and Leaſehold, ſhall be ſold and converted into Money, and that the Portion of 5000 *l.* ſo provided for her the ſaid *C. D.* by the ſaid Indenture of Settlement as aforeſaid, and the Intereſt incurred for the ſame in her ſaid Father's Life-time, and due at his Death, and alſo the Share of the ſaid *C. D.* of the Monies ariſing by Sale of her ſaid late Father's real Eſtate, ſhall be veſted in Truſtees, to be by them laid out in purchaſing Lands and Hereditaments, to be ſettled as is herein after mentioned, and that the ſaid *A. B.* the Father, ſhall ſettle Lands and Hereditaments to the Value of 10000 *l.* to and for ſuch Uſes, Intents and Purpoſes, as are herein after expreſſed concerning the ſame reſpectively; and alſo that he the ſame *A. B.* in Caſe he ſhall happen to marry a ſecond Wife, ſhall ſettle other Lands of the full Value of 2000 *l.* to and for ſuch Uſes, Intents and Purpoſes, as are herein after expreſſed concerning the ſame: *Now this Indenture witneſſeth,* that the ſaid *C. D.* in Conſideration of the ſaid intended Marriage, and of the Covenants and Agreements herein after contained, on the Part and Behalf of the ſaid *A. B.* the Father to be performed, doth for herſelf, her Heirs, Executors and Adminiſtrators, and every of them covenant, promiſe and agree to and with the ſaid *J. K.* and *A. B.* the Son, their Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, that ſhe the ſaid *C. D.* or her Heirs, ſhall and will, in Caſe the ſaid intended Marriage ſhall take Effect within the Space of three Kalendar Months next after the Solemnization thereof, join in or execute ſuch Conveyances and Aſſurances, as by the ſaid *J. K.* and *A. B.* the Son, their Executors or Adminiſtrators, or their Counſel learned in the Law, ſhall be deviſed or required, be it by Fine or otherwiſe, for the Conveying and Aſſuring unto the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, and their Heirs, the third Part or Share belonging to her the ſaid *C. D.* of the Reverſion of the Lands and Hereditaments before mentioned, expectant on the ſaid Term of 500 Years, and of and in all other the Lands, Tenements and Hereditaments whatſoever late of the ſaid *D. D.* her Father deceaſed, whether Freehold, Copyhold or Leaſehold, ſituate, lying and being in *A.* aforeſaid, or elſewhere in the ſaid Coun-

Upon Treaty of the Marriage it hath been agreed, that the Share of the Wife in the real Eſtate of her Father, both Inheritance and Leaſehold, ſhall be ſold, and that the 5000 l. and the Intereſt incurred for the ſame in her Father's Life, and due at his Death, and the Monies ariſing by the Sale ſhall be veſted in Truſtees, to be by them laid out in the Purchaſe of Lands, to be ſettled as after mentioned; and that the Huſband's Father ſhall ſettle Lands to the Value of 10000 l. and if the Father ſhall marry a ſecond Wife, ſhall ſettle other Lands of the Value of 2000 l.

The Wife in Conſideration of the Marriage, and of the Covenants on the Part of the Father to be performed, covenants that ſhe will, in Caſe the Marriage takes Effect within three Months, join in ſuch Conveyance, as by the Truſtees ſhall be required, for conveying to Truſtees the third Part belonging to her of the Reverſion of the Lands, expectant on the ſaid 500 Years, and of all other the Lands late of her Father.

ty of *W.* and in *B.* and the Pariſh of *S.* or elſewhere in the ſaid County of, *&c.* *Upon the Truſts* and to and for the Intents and Purpoſes following, (that is to ſay) *In Truſt* that the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, and the Survivors and Survivor of them and his Heirs, ſhall and do with all convenient Speed ſell and diſpoſe of the ſame, and lay out the Monies which ſhall ariſe by ſuch Sale or Sales, and which ſhall remain in their Hands after full Payment and Satisfaction of her Share and Proportion of all Charges and Incumbrances to which the ſame Lands and Hereditaments are liable, in purchaſing Lands and Hereditaments of Inheritance in Fee-ſimple in that Part of *Great Britain* called *England*, to be approved of by the ſaid *B. B.* and *C. D.* or the Survivor of them if living, in Writing under their, his or her Hand, and ſhall ſettle and aſſure the ſame to the following Uſes, (*viz.*) *To the Uſe* of the ſaid *B. B.* for the Term of his Life, without Impeachment of Waſte; and after his Deceaſe, *To the Uſe* of the ſaid *C. D.* and her Aſſigns, for the Term of her Life, in Part of her Jointure; and after the Determination of thoſe Eſtates, *To the Uſe* of the ſaid *J. K.* and *A. B.* the Son, and their Heirs, during the Lives of the ſaid *B. B.* and *C. D.* and the Life of the longer Liver of them; *In Truſt* to ſupport contingent Remainders, and to preſerve the Eſtate in the Name and Family; and after the Deceaſe of the Survivor of them the ſaid *B. B.* and *C. D.* his intended Wife, *To the Uſe* of the firſt and other Sons of the Body of the ſaid *B. B.* on the Body of the ſaid *C. D.* his intended Wife to be begotten, ſucceſſively, and the Heirs Male of the Bodies of ſuch Sons reſpectively iſſuing; the elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the younger of ſuch Sons and the Heirs Male of his Body; and in Default of ſuch Iſſue, *To the Uſe* and Behoof of all and every the Daughter and Daughters of the Body of the ſaid *B. B.* on the Body of the ſaid *C. D.* to be begotten, and the Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters, to take as Tenants in Common, and not as Joint-Tenants, nor to accrue by Survivorſhip; and if any of the ſaid Daughters die without Iſſue, then *to the Uſe* of all and every other ſuch Daughter or Daughters, and the Heirs of the Body and Bodies of ſuch other Daughter or Daughters, in like Manner, equally to be divided, if more than one; and in Default of ſuch Iſſue, *To the Uſe* of the Survivor of them the ſaid *B. B.* and *C. D.* and the Heirs and Aſſigns of

In Truſt that the Truſtees ſhall ſell the ſame, and lay out the Monies which ſhall ariſe by ſuch Sale, which ſhall remain in their Hands after Payment of her Share of all Charges to which the ſame Lands are liable, in purchaſing of Lands in Fee-ſimple, and ſettle the ſame,

To the Uſe of the Husband for Life, ſans Waſte; after his Deceaſe to the Wife for Life, in Part of her Jointure; Remainder to Truſtees, to ſupport contingent Remainders; Remainder to the firſt and other Sons of the Marriage in Tail Male.

Remainder to the Daughters.

Remainder to the Survivor of the Husband and Wife.

The Father covenants that he will, within three Months after the Marriage, ſettle Lands of the Value of 8000 l.

To the Uſe of the Husband for ninety-nine Years, if he lives ſo long, Remainder to Truſtees to ſupport contingent Remainders.

After his Deceaſe, to the Wife for Life, in full of her Jointure, and in Bar of Dower; Remainder to Truſtees for 300 Years.

Remainder to the firſt and other Sons of the Marriage in Tail Male.

Remainder to Truſtees for 500 Years.

ſuch Survivor for ever; *And* the ſaid *A. B.* the Father, for the Conſideration aforeſaid, and in Performance of the Agreement aforeſaid on his Part to be performed, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, covenant, promiſe and grant to and with the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns and every of them, by theſe Preſents, that he the ſame *A. B.* or his Heirs, ſhall and will, within the Space of three Kalendar Months next after the Solemnization of the ſaid intended Marriage, ſettle and aſſure Lands and Hereditaments of a good and indefeaſible Title in Fee-ſimple, lying and being in *N.* or ſome Town or Place near thereunto in the ſaid County of *M.* amounting to the Value of 8000 *l.* or upwards, the ſame to be computed at the Rate of twenty-five Years Purchaſe, to the Uſes following, *(viz.) To the Uſe* of the ſaid *B. B.* and his Aſſigns, for the Term of ninety-nine Years, if he ſhall ſo long live, without Impeachment of Waſte; and after the Determination of that Eſtate, *To the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, during Life, to ſupport contingent Remainders, and to preſerve the Eſtate in the Name and Family; and after his Deceaſe, to the *Uſe* of the ſaid *C. D.* for the Term of her Life, in full of her Jointure, and in Bar of Dower; and after the Deceaſe of the Survivor of them the ſaid *B. B.* and *C. D. To the Uſe* of the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, their Executors, Adminiſtrators and Aſſigns, for the Term of 300 Years, to be computed from the Time of the Deceaſe of the Survivor of them the ſaid *B. B.* and *C. D.* without Impeachment of Waſte, upon the Truſts and Confidences, and to and for the Intents and Purpoſes herein after declared or expreſſed concerning the ſame; *And* after the Determination of the ſaid Term of 300 Years, *To the Uſe* and Behoof of the firſt and other Sons of the Body of the ſaid *B. B.* on the Body of the ſaid *C. D.* to be begotten, ſucceſſively, and the Heirs Male of the Body of ſuch Sons reſpectively iſſuing; the elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the younger of ſuch Sons and the Heirs Male of his Body; and for Default of ſuch Iſſue, *To the Uſe* of the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, their Executors, Adminiſtrators and Aſſigns, for and during, and unto the full End and Term of 500 Years from thence next enſuing, without Impeachment of Waſte; *Upon the Truſts* and Confidences, and to and for the Intents and Purpoſes hereafter declared or expreſſed concerning the ſame; and from and after the Determination of the ſaid Term of 500 Years, *To the Uſe* and Behoof of the firſt and other Sons of the Body of the ſaid *B. B.* on the Body of any ſecond or other Wife, which after the Deceaſe of the ſaid *C. D.* his intended Wife, he may happen to marry, to be begotten, ſucceſſively, and the Heirs Male of the Body or Bodies of ſuch laſt mentioned Son or Sons reſpectively iſſuing; the elder of ſuch laſt mentioned Sons and the Heirs Male of his Body being always to be preferred and to take before the younger of ſuch Sons and the Heirs Male of his Body; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſaid *A. B.* the Father, his Heirs and Aſſigns for ever: *Provided* always, and it is hereby declared, that if the ſaid *C. D.* ſhall happen to depart this Life and leave no Iſſue living at her Death, that then it ſhall and may be lawful to and for the ſaid *A. B.* the Father, to enter into and upon the Lands and Hereditaments of the Value of 2000 *l.* to be computed after the Rate aforeſaid, Part of the ſaid Lands of 8000 *l.* Value, to be ſettled by the ſaid *A. B.* the Father, as aforeſaid, and hold and enjoy the ſame, and take the Rents, Iſſues and Profits thereof to his and their own Uſe, for and during the Reſidue of the ſaid Term of ninety-nine Years determinable as aforeſaid, if he the ſame *A. B.* ſhall ſo long happen to live; which ſaid Lands are intended to be aſcertained in the ſaid Settlement hereby covenanted to be made by the ſaid *A. B.* the Father, as aforeſaid. *And* the ſame *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth further covenant and agree to and with the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, that he the ſaid *A. B.* the Father, or his Heirs, ſhall and will, within the like Space of three Kalendar Months next after the Solemnization of the ſaid intended Marriage, ſettle and aſſure other Lands and Hereditaments of a good and indefeaſible Title in Fee-ſimple, lying and being in *N.* aforeſaid, or ſome other Town or Place near thereunto, of the Value of 2000 *l.* to be computed at the Rate aforeſaid, to the Uſes following, (to wit) *To the Uſe* of him the ſame *A. B.* and his Aſſigns for the Term of his Life, without Impeachment of Waſte; and after his Deceaſe, *To the Uſe* of the ſaid *B. B.* for the Term of ninety-nine Years, if he ſhall ſo long happen to live, without Impeachment of Waſte; and after the Determination of that Eſtate, to the Uſe of the ſaid *E. F.* and *G. H.* and their Heirs, during his Life, to preſerve contingent Remainders, and to preſerve the Eſtate in the Name and Family;

Remainder to the firſt and other Sons of the Husband by another Wife.

Remainder to the Father, in Fee.

If the Wife dies without Iſſue, the Husband's Father to enter upon the Lands of the Value of 2000 l. and enjoy the ſame during the Reſidue of the ninety-nine Years, determinable as aforeſaid.

The Father covenants, within three Months after the Marriage, to ſettle Lands of the Value of 2000 l.

To the Uſe of himſelf for Life; and after his Deceaſe, to the Husband for ninety-nine Years, if, &c.

Remainder to Truſtees, to preſerve contingent Remainders.

and after his Deceaſe, *To the Uſe* of the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, their Executors, Adminiſtrators and Aſſigns, for the Term of 300 Years thence next enſuing, without Impeachment of Waſte, *upon the Truſts* herein after declared concerning the ſame; and after the Determination of that Term, *To the Uſe* and Behoof of the firſt and other Sons of the Body of the ſaid *B. B.* on the Body of the ſaid *C. D.* to be begotten, ſucceſſively, and the Heirs Male of the Body of ſuch Son or Sons reſpectively iſſuing; the elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the younger of the ſame Sons and the Heirs Male of his Body; and for Default of ſuch Iſſue, *To the Uſe* of the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, their Executors, Adminiſtrators and Aſſigns, for the Term of 500 Years thence next enſuing, without Impeachment of Waſte; and after the Determination of that Eſtate, *To the Uſe* and Behoof of the ſaid *C. D.* for the Term of her Life, in Caſe ſhe ſhall happen to ſurvive the ſaid *B. B.* her intended Huſband, and leave no Child living at the Time of his Death, for her better Support and Maintenance; and after the Determination of the ſeveral Eſtates before mentioned, and intended to be limited of the ſame Lands and Hereditaments as aforeſaid, *To the Uſe* of the firſt and other Sons of the Body of the ſaid *B. B.* on the Body of any ſecond or other Wife lawfully to be begotten, ſucceſſively, and the Heirs Male of their Bodies reſpectively iſſuing; the elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the younger of ſuch Sons and the Heirs Male of his Body; and in Default of ſuch Iſſue, *To the Uſe* of the ſaid *A. B.* the Father, his Heirs and Aſſigns for ever. *And further,* that in Caſe the ſaid Marriage intended between the ſaid *B. B.* and *C. D.* ſhall take Effect, and he the ſaid *A. B.* the Father ſhall happen to marry, then he the ſame *A. B.* ſhall and will within the Space of three Kalendar Months next after ſuch his Marriage convey, ſettle and aſſure other Lands and Hereditaments of an indefeaſible Title in Fee-Simple of the full Value of 2000 *l.* to be computed at the Rate aforeſaid, to ſuch and the like Uſes, Intents and Purpoſes as are herein before limited of the Premiſſes next before mentioned (the Eſtate for Life of the ſaid *C. D.* therein limited only excepted): *Provided* always, and it is hereby declared, that the ſaid *B. B.* ſhall by Virtue of theſe Preſents be only intitled to the Rents and Profits of the Lands and Hereditaments

Remainder to Truſtees for 300 Years.

Remainder to the firſt and other Sons of the Marriage.

Remainder to Truſtees for 500 Years.

Remainder to the Wife for Life, if ſhe ſurvives her Huſband, and leaves no Child at his Death.

Remainder to the firſt and other Sons of the Huſband by another Wife.

Remainder to the Father in Fee.

If the Marriage takes Effect, and the Father happen to marry, then he will within three Months after his Marriage ſettle other Lands of the Value of 2000 l. &c.

The Huſband ſhall be only intitled to the Rents of the Lands covenanted to be ſettled by his Father, which ſhall grow due from, &c.

covenanted to be ſettled by the ſaid *A. B.* the Father, which ſhall grow due from and after the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* now next enſuing: *Provided* always, and it is hereby declared to be the true Intent and Meaning of theſe Preſents and of the Parties hereunto, and the ſaid Sum of 5000 *l.* the Portion of the ſaid *C. D.* with the Intereſt for the ſame, incurred and due at the Death of the ſaid *D. D.* before recited or mentioned to be veſted in the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, their Executors, Adminiſtrators and Aſſigns as aforeſaid, is ſo veſted in them, *upon the Truſts*, and for the Uſes, Intents and Purpoſes following, (that is to ſay) *In Truſt* that they the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, their Executors and Adminiſtrators ſhall and do (with the Conſent and Approbation of the ſaid *B. B.* and *C. D.* or the Survivor of them, if living, teſtified as aforeſaid) lay out the ſaid Sum of 5000 *l.* together with the Intereſt for the ſame incurred and due at the Death of the ſaid *D. D.* in the Purchaſe of Lands and Hereditaments of Inheritance in Fee-Simple in that Part of *Great Britain* called *England*, and convey, ſettle and aſſure the ſame to and for ſuch like Uſes, Intents and Purpoſes, as are herein before limited, expreſſed and declared concerning the ſaid Lands and Hereditaments of the Value of 8000 *l.* ſo covenanted to be ſettled by the ſaid *A. B.* the Father as aforeſaid; the Proviſo or Power of Entry before mentioned to be reſerved to the ſaid *A. B.* the Father on the ſaid *C. D.*'s dying without Iſſue by the ſaid *B. B.* only excepted: *Provided* alſo, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, that the ſeveral Terms of 300 Years before mentioned or intended to be limited to the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, in the ſeveral Lands and Hereditaments to be ſettled by the ſaid *A. B.* the Father, and to be purchaſed with the ſaid Sum of 5000 *l.* and Intereſt as aforeſaid, are to be ſo limited *in Truſt*, that if there ſhall happen to be an eldeſt or only Son, and alſo any Daughter or Daughters, or younger Son or Sons of the Body of the ſaid *B. B.* on the Body of the ſaid *C. D.* begotten, then the ſaid Truſtees ſhall by and out of the Rents, Iſſues and Profits, or by Leaſe, Mortgage or Sale of all or any Part thereof, or by all or any the Ways and Means aforeſaid, levy and raiſe ſuch Sum or Sums of Money not exceeding together in the whole 4000 *l.* for the Portion or Portions of ſuch Daughter or Daughters, or younger Son or Sons, to be paid at ſuch Times and in ſuch Proportions and Manner, as he the ſaid *B. B.* ſhall by any Deed or Deeds to be by him

The 5000 l. Portion of the Wife with the Intereſt before mentioned to be veſted in the Truſtees, is ſo veſted in them upon the Truſts following, viz.

In Truſt that they do lay out the ſame in the Purchaſe of Lands, and ſettle the ſame to ſuch Uſes as are before declared concerning the Lands of the Value of 8000 l.

The Power of Entry reſerved to the Father, on the Wife's dying without Iſſue only excepted.

The Truſts of the 300 Years declared to raiſe Portions and Maintenance for younger Children.

The Truſts of the 500 Years declared

to raiſe Portions and Maintenance for Daughters, if no Sons.

executed, or his laſt Will to be by him ſigned and publiſhed in the Preſence of two or more credible Witneſſes, direct or appoint; and for want of ſuch Direction or Appointment, the Portion of 4000 *l.* for the Portion or Portions of ſuch Daughter or Daughters, or younger Son or Sons, to be equally divided amongſt them, if more than one; to be paid to each ſuch younger Son at his full Age of twenty-one Years or ſooner, for his Advancement or Benefit, if the Truſtees, or the Survivors or Survivor of them ſhall think fit, and to each ſuch Daughter at her Age of twenty-one Years or Day of Marriage, which ſhall firſt happen, with ſuch Maintenance in the mean Time to be raiſed by and out of the Rents and Profits, as the ſaid Truſtees, or the Survivors or Survivor of them, his Executors or Adminiſtrators ſhall think fit, not exceeding the Intereſt of ſuch Portions reſpectively, with ſuch Clauſes and Proviſoes to be inſerted in ſuch Settlement touching ſuch Truſts, and for determining the ſaid Terms of 300 Years when the ſaid Truſts ſhall be performed or diſcharged, as by the ſaid *E. F.* and *G. H.* or the Survivor of them, or their or his Counſel learned in the Law ſhall be deviſed or required: *Provided alſo*, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, that the ſeveral Terms of 500 Years before mentioned, or intended to be ſo limited to the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, in the ſaid ſeveral Lands and Hereditaments to be ſettled by the ſaid *A. B.* the Father, and to be purchaſed with the ſaid Sum of 5000 *l.* and Intereſt as aforeſaid, ſhall be ſo limited *in Truſt*, that if there ſhall be no Iſſue Male of the Body of the ſaid *B. B.* by him begotten on the Body of the ſaid *C. D.* or there being ſuch Iſſue Male, they all die without Iſſue before any of them attain the Age of twenty-one Years, and there ſhall happen to be any Daughter or Daughters between them the ſaid *B. B.* and *C. D.* begotten, then the ſaid Truſtees, or the Survivors or Survivor of them, his Executors or Adminiſtrators ſhall either in the Life-time of the ſaid *B. B.* by his Direction, if he ſhall think fit, or elſe after his Deceaſe, levy and raiſe by all or any the Ways and Means aforeſaid, the Sum of 5000 *l.* for the Portion or Portions of all and every the Daughter or Daughters of the Body of the ſaid *B. B.* on the Body of the ſaid *C. D.* to be begotten, to be equally divided amongſt them, if more than one, Share and Share alike, to be paid to ſuch Daughter and Daughters reſpectively, at her and their reſpective Age or Ages of twenty-one Years, or Day or Days of Marriage, which ſhall firſt happen; or if any ſuch Daughter ſhall attain ſuch Age, or marry in the Life-time of the ſaid *B. B.* then within three Kalendar Months next after the Deceaſe of the ſaid *B. B.* with Intereſt from his Death; and alſo raiſe by and out of the Rents and Profits, from and after his Deceaſe, ſuch annual or other Sums for the Maintenance and Education of ſuch Daughter or Daughters till her or their Portion or Portions become payable, as the ſaid Truſtees or the Survivors or Survivor of them ſhall think fit, not exceeding the Intereſt of ſuch Portion or Portions reſpectively, with ſuch other Clauſes and Proviſoes to be inſerted in ſuch Settlement touching ſuch Truſts, and for determining the ſaid Terms of 500 Years, when the Truſts concerning the ſame ſhall be performed and diſcharged, as the ſaid *E. F.* and *G. H.* or the Survivor of them, or their or his Counſel learned in the Law ſhall deviſe or require: *Provided alſo*, and it is hereby further declared to be the true Meaning of the Parties to theſe Preſents, that in the Settlement to be made by the ſaid *A. B.* the Father, of Lands and Hereditaments of 8000 *l.* Value, and alſo in the Settlement to be made of the Lands and Hereditaments to be purchaſed with the ſaid Sum of 5000 *l.* there ſhall be inſerted Powers for the ſaid *B. B.* to make a Jointure on any ſecond or other Wife which after the Deceaſe of the ſaid *C. D.* he may happen to marry, ſo as ſuch Jointure, during the Continuance of Iſſue Male between him and the ſaid *C. D.* begotten, do not exceed 100 *l. per Annum*; and ſo as if ſuch Marriage happens in the Life-time of the ſaid *A. B.* the Father, the ſame be with his Conſent or Approbation; and alſo for the ſaid *B. B.* in Caſe of Failure of Iſſue Male between him and the ſaid *C. D.* to charge all or any of the Lands ſo to be purchaſed and ſettled as aforeſaid, with any Sum or Sums of Money for the Portion and Portions of his Daughters or younger Sons by ſuch ſecond or other Wife, not exceeding together in the whole the Sum of 4000 *l.* *Provided alſo*, and it is hereby further declared to be the true Intent and Meaning of theſe Preſents, and of all the ſaid Parties, that in all the ſeveral Settlements to be made of the ſeveral Lands and Hereditaments to be ſettled by the ſaid *A. B.* the Father, and purchaſed with the ſaid Sum of 5000 *l.* and Intereſt as aforeſaid, there ſhall be inſerted a Power for the ſaid *A. B.* the Father, *B. B.* and *C. D.* reſpectively, as when they ſhall reſpectively come into and be in Poſſeſſion of all or any of the Lands and Hereditaments to be purchaſed and ſettled as aforeſaid, by Virtue of the Limitations

In the Settlement to be made by the Father of the Lands of 8000 l. Value, and alſo in the Settlement to be made of the Lands to be purchaſed with the ſaid 5000 l. ſhall be inſerted Powers for the Huſband to make a Jointure on another Wife.

Power to make Leaſes.

to be therein contained, by Indenture, to demiſe and leaſe all or any of the ſame Premiſſes to them reſpectively limited as aforeſaid, to any Perſon or Perſons for any Term or Number of Years, not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion or by Way of future Intereſt, at the beſt and moſt improved Rent that can then reaſonably be had and obtained for the ſame, to be incident to and go along with the Reverſion or Remainder of the ſame Premiſſes expectant on ſuch Leaſes, ſo as ſuch Leaſes be not by any Clauſe or Words therein contained made diſpuniſhable of Waſte, and the Leſſees execute Counterparts of ſuch Leaſes, and there be therein contained a Clauſe of Re-entry in Caſe of Non-payment of the Rent by the Space of twenty-one Days: *Provided alſo*, and it is hereby further declared by and between all and every the ſaid Parties to theſe Preſents, that in the mean Time until ſuch Purchaſes ſhall be made, it ſhall and may be lawful to and for the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, and the Survivors and Survivor of them, his Executors and Adminiſtrators, by and with the Conſent or Approbation of the ſaid *B. B.* and *C. D.* or the Survivor of them, if living, to place out at Intereſt, as well the ſaid 5000 *l.* Portion and ſuch Intereſt as aforeſaid, as the Money to be raiſed by Sale of the Share of the ſaid *C. D.* of and in the real Eſtate of her ſaid late Father, on real Securities, or on the publick Stocks or Funds, and permit and ſuffer the Intereſt and Proceed thereof to be received from Time to Time by ſuch Perſon and Perſons, in ſuch Courſe, Order, and Manner, as the Rents and Profits of the Lands and Hereditaments ſo intended to be purchaſed and ſettled as aforeſaid ought to go and be received: *Provided* always, and it is hereby declared to be the true Intent and Meaning of theſe Preſents and of all the Parties hereunto, that the Lands and Hereditaments of 8000 *l.* and 2000 *l.* Value and upwards firſt herein before covenanted and intended to be ſettled by the ſaid *A. B.* the Father, for the Uſes, Intents and Purpoſes herein before declared and expreſſed concerning the ſame, are in Lieu and full Satisfaction of the Scttlement or Proviſion provided or intended for the eldeſt Son of the ſaid *A. B.* the Father and *A.* his late Wife deceaſed, in and by a certain Agreement or Memorandum in Writing made upon the Marriage of the ſame *A. B.* and *A.* his Wife bearing Date, *&c.* and the ſame are hereby accepted by the ſaid *B. B.* accordingly: *Provided* alſo, and it is hereby declared to be the true Intent and Meaning of theſe

Until Purchaſes ſhall be made, Truſtees to place out at Intereſt as well the 5000 l. and ſuch Intereſt as aforeſaid, as the Money to be raiſed by Sale of the Share of the Wife of the real Eſtate of her ſaid late Father, on real Securities, &c.

The Lands of 8000 l. and 2000 l. Value firſt herein covenanted to be ſettled are in Lieu of the Settlement intended for the eldeſt Son of the Father and his late Wife deceaſed, by a certain Agreement, &c.

Truſtees not to be chargeable with any Money other than ſuch as ſhall come to their Hands, nor chargeable with any Loſs, &c.

Preſents and of the Parties hereunto, that the ſaid *E. F. G. H. J. K.* and *A. B.* the Son ſhall not, nor ſhall any of them be charged or chargeable with any Sum or Sums of Money, other than ſuch as ſhall actually and reſpectively come to his or their Hands by Virtue of theſe Preſents; nor ſhall they or any of them be charged or chargeable with any Loſs which may happen in or by any Security or Purchaſe to be taken or made purſuant to the Truſts aforeſaid, ſo as the ſame be with ſuch Conſent or Approbation of the ſaid *B. B.* and *C. D.* or the Survivor of them, if living; nor one of them with the Receipts, Payments, Acts or Defaults of any other of them, but each of them for and with his own Receipts, Payments, Acts and wilful Defaults only, and not otherwiſe; and that it ſhall and may be lawful to and for the ſaid *E. F. G. H. J. K.* and *A. B.* the Son, their Executors and Adminiſtrators reſpectively, to retain and deduct to himſelf and themſelves out of the Monies which ſhall come to their Hands by Virtue of theſe Preſents, all ſuch Coſts, Charges, Damages and Expences, as they or any of them reſpectively ſhall or may expend or be put unto in Execution of any of the Truſts hereby in them reſpectively repoſed, or in any wiſe relating thereto: *Provided laſtly*, and it is hereby declared to be the true Intent and Meaning of theſe Preſents and of the Parties hereunto, that if the ſaid *A. B.* the Father, *B. B.* and *C. D.* ſhall at any Time hereafter during their joint Lives be minded to ſell all or any Part of the Meſſuages and Lands of the Value of 10000 *l.* and 2000 *l.* herein before covenanted to be ſettled as aforeſaid, that then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *A. B.* the Father, *B. B.* and *C. D.* during their joint Lives, by any Deed or Deeds to be by all of them executed in the Preſence of two or more credible Witneſſes, to revoke and make void the Uſes and Truſts herein before or in ſuch Settlement intended to be declared of the ſame Meſſuages and Lands, or any Part thereof, and by the ſame or any other Deed or Deeds ſo executed as aforeſaid, to declare any new Uſe or Uſes thereof, ſo as the Monies ariſing by Sale of the ſaid Meſſuages, Lands and Hereditaments be laid out in the Purchaſe of other Lands and Hereditaments of Inheritance in Fee-Simple, within that Part of *Great Britain* called *England*, to be ſettled and aſſured to ſuch Uſes and upon ſuch Truſts, and for ſuch Intents and Purpoſes, as the Lands and Hereditaments ſo ſold as aforeſaid

If the Father, Huſband and Wife ſhall at any Time during their joint Lives be minded to ſell all or any Part of the Lands of the Value of 10000 l. and 2000 l. covenanted to be ſettled, then it ſhall be lawful for them by Deed to revoke the Uſes herein before or in ſuch Settlement to be declared of the ſame Lands, and by the ſame Deed to declare any new Uſes thereof, ſo as the Monies ariſing by Sale of the ſaid Lands be laid out in the Purchaſe of other Lands, &c.

by theſe Preſents, and the Settlement intended to be made in Purſuance thereof, ſtand ſettled and limited reſpectively. *In Witneſs*, &c.

W.

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## *A Deed of Agreement before Marriage, with uncommon Covenants.* See the Margin.

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* and *M. B.* the only Daughter and Heir apparent of the ſaid *A. B.* of the one Part, and *C. D.* of, *&c.* of the other Part: *Whereas* a Marriage, by God's Permiſſion, is intended to be ſhortly had and ſolemnized between the ſaid *C. D.* and *M. B.* *And whereas* the ſaid *A. B.* hath agreed with the ſaid *C. D.* to pay and aſſure to him the ſaid *C. D.* the Sum of 10000 *l.* of good and lawful Money of *Great Britain*, as and for the Marriage Portion of the ſaid *M. B.* in Manner and at ſuch Times as is herein after for that Purpoſe mentioned; *And whereas* the ſaid *C. D.* hath agreed with the ſaid *A. B.* in Conſideration of the ſaid intended Marriage and Marriage Portion, to make ſuch Proviſion for the ſaid *M. B.* (his intended Wife) and her Iſſue by him to be begotten, as is herein after alſo mentioned, provided, covenanted and agreed on: *Now this Indenture witneſſeth*, that for and in Conſideration of the ſaid intended Marriage, and of the Sum of 6000 *l.* of good and lawful Money of *Great Britain* (Part of the ſaid Sum of 10000 *l.*) to him the ſaid *C. D.* in Hand well and truly paid by the ſaid *A. B.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment of which ſaid Sum of 6000 *l.* the ſaid *C. D.* doth hereby confeſs and acknowledge, and the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, from the Payment of the ſame and every Part thereof, doth by theſe Preſents for ever acquit, releaſe and diſcharge; and in Conſideration of the Sum of 4000 *l.* of good and lawful Money of *Great Britain* (Reſidue of the ſaid Sum of 10000 *l.*) covenanted to be paid by the ſaid *A. B.* his Heirs, Executors or Adminiſtrators (as herein after is alſo mentioned) the ſaid *C. D.* doth for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, covenant,

Recital of a Marriage intended. The Wife's Father hath agreed with the Husband to pay and ſecure to him 10000 l. for the Marriage Portion. That the Husband hath agreed with the Father to make ſuch Proviſion for the Wife, &c. as after mentioned. In Conſideration of the Marriage, and of 6000 l. (Part of the 10000 l.) paid to the Husband, and of 4000 l. (Reſidue of the ſaid 10000 l.) covenanted to be paid by the Father, the Huſband covenants, if he dies before the Wife's Father (without having received the ſaid 4000 l.) and the Wife ſhall be then living, and there ſhall be no Iſſue of the Marriage, then the Heirs, &c. of the Husband ſhall, within three Months, &c. pay to the Wife 12000 l. for her own Uſe, with Intereſt from his Death, with her Jewels, &c.

promiſe and agree to and with the ſaid *A. B.* his Executors and Adminiſtrators, by theſe preſents in Manner and Form following, that is to ſay, That in Caſe the ſaid intended Marriage ſhall take Effect, and the ſaid *C. D.* ſhall happen to die before the ſaid *A. B.* (without having received the ſaid Sum of 4000 *l.* the Reſidue of the Portion of the ſaid *M. B.*) and the ſaid *M. B.* (the intended Wife of the ſaid *C. D.*) ſhall be then living, and there ſhall be no Iſſue of the ſaid intended Marriage, alſo then living, or the ſaid *M. B.* ſhall not be then *enſient* with Child, afterwards to be born alive; then the Heirs, Executors or Adminiſtrators of the ſaid *C. D.* ſhall, within three Months then next, pay to or permit the ſaid *M. B.* to have, receive, take and enjoy out of the Perſonal Eſtate of him the ſaid *C. D.* the Sum of 12000 *l.* of good and lawful Money of *Great Britain*, to and for her own Uſe, abſolutely, together with Intereſt for the ſame from the Day of the Death of the ſaid *C. D.* with her Jewels, Wearing Apparel, Plate, and Ornaments of her Perſon; as alſo the Furniture of her Chamber, to and for her own Uſe and Benefit; *And further*, that in Caſe the ſaid *C. D.* ſhall happen to die after the Deceaſe of the ſaid *A. B.* and ſhall have had and received the ſaid Sum of 4000 *l.* (the Reſidue of the Fortune of the ſaid *M. B.*) and the ſaid *M. B.* (the intended Wife of the ſaid *C. D.*) ſhall then be living, and there ſhall be no Iſſue of the ſaid intended Marriage alſo then living, or the ſaid *M. B.* ſhall not then be *enſient* with Child, afterwards to be born alive, then the Heirs, Executors or Adminiſtrators of the ſaid *C. D.* ſhall, within three Months next after the Deceaſe of the ſaid *C. D.* pay to, or permit and ſuffer the ſaid *M. B.* to have, receive, take and enjoy out of the Perſonal Eſtate of the ſaid *C. D.* the Sum of 16000 *l.* of good and lawful Money of *Great Britain*, to and for her own Uſe, abſolutely, with Intereſt for the ſame from the Day of the Deceaſe of the ſaid *C. D.* together with her Jewels, Wearing Apparel, Plate, and Ornaments of her Perſon; as alſo the Furniture of her Chamber, to and for her own Uſe and Benefit; *And likewiſe*, that in Caſe the ſaid *C. D.* ſhall happen to die after the Deceaſe of the ſaid *A. B.* leaving Iſſue one or more Son or Sons, Daughter or Daughters, on the Body of the ſaid *M. B.* (his intended Wife) by him the ſaid *C. D.* to be begotten, and having had and received the ſaid Sum of 4000 *l.* (the Reſidue of the Portion of the ſaid *M. B.*) then the Heirs, Executors or Adminiſtrators of the ſaid *C. D.* ſhall

In Caſe the Husband dies after the Father, and ſhall have had the 4000 l. and the Wife ſhall be then living, and there ſhall be no Iſſue, &c. then the Heirs, &c. of the Huſband ſhall, within three Months after his Deceaſe, pay to the Wife 16000 l. for her own Uſe, with Intereſt from his Death, with her Jewels, &c.

In Caſe the Husband dies after the Father, leaving Iſſue, and having received the ſaid 4000 l. then the Heirs, &c. of the Husband ſhall pay to the Wife 8000 l. for her own Uſe, with her Jewels, &c. or a third Part of ſuch Perſonal Eſtate as he ſhall leave at his Deceaſe, with her Jewels, &c.

pay to, or permit and ſuffer the ſaid *M. B.* (the intended Wife of the ſaid *C. D.*) to have, receive, take and enjoy the Sum of 8000 *l.* of good and lawful Money of *Great Britain*, to and for her own Uſe, together with her Jewels, Wearing Apparel, Plate, Ornaments of her Perſon, and Furniture of her Chamber, or one full and equal third Part (the ſame into three equal Parts to be divided) of all ſuch Perſonal Eſtate as the ſaid *C. D.* ſhall leave at the Time of his Deceaſe, together with her Jewels, Wearing Apparel, Plate, Ornaments of her Perſon, and the Furniture of her Chamber, at the Election and free Choice of her the ſaid *M. B.* to be by her declared in Writing under Hand and Seal, within three Months next after the Deceaſe of the ſaid *C. D.* *And further*, that in Caſe there ſhall be one or more Child or Children on the Body of the ſaid *M. B.* by him the ſaid *C. D.* lawfully to be begotten, then the ſaid *C. D.* ſhall, by his Dead or Writing, to be by him ſealed and delivered, or by his Laſt Will and Teſtament in Writing, to be by him ſubſcribed and publiſhed in the Preſence of three or more credible Witneſſes, give, deviſe, convey or ſecure one full third Part of his Real and Perſonal Eſtate, unto and amongſt all and every the Child and Children of him the ſaid *C. D.* by him on the Body of the ſaid *M. B.* (his intended Wife) lawfully to be begotten, if more than one, in Manner following, that is to ſay, Such of thoſe Eſtates as ſhall be Real Eſtate, one full third Part thereof (the ſame into three equal Parts to be divided) ſhall be by ſuch Deed or Will by the ſaid *C. D.* given, deviſed, conveyed or ſecured to and among ſuch Child or Children, if more than one, to and to the Uſe of ſuch Child and Children, his, her and their Heirs for ever; *And* ſuch of the ſaid Eſtates as ſhall be perſonal, one full third Part thereof (the ſame into three equal Parts to be divided) ſhall be by ſuch Deed or Will given, deviſed or ſecured unto or amongſt ſuch Child and Children, abſolutely, if more than one, in ſuch Parts, Shares and Proportions, at ſuch Time or Times, and in ſuch Manner and Form, as by ſuch Deed or Laſt Will ſhall be directed, limited or appointed. But if there ſhall be but one ſuch Child, then the ſaid one full third Part of ſuch Real Eſtate and Perſonal Eſtate ſhall be given, deviſed, conveyed or ſecured to and for the Benefit of ſuch only Child, in Manner following, that is to ſay, That ſuch of the ſaid Eſtates as ſhall be Real Eſtate, one third Part thereof (the ſame into three equal Parts

In Caſe there be Iſſue, then the Husband ſhall, by Deed or Will, give a third Part of his real and perſonal Eſtate to the Child and Children of the Marriage, if more than one, as follows, viz. Such of thoſe Eſtates as ſhall be real, a third Part thereof ſhall be given to ſuch Child and Children, &c. And ſuch of thoſe Eſtates as ſhall be perſonal, a third Part thereof ſhall be given to ſuch Child and Children, abſolutely, in ſuch Parts, &c. as by ſuch Deed or Will ſhall be appointed. But if but one Child, then the third Part of ſuch real and perſonal Eſtate ſhall be given to ſuch Child as follows, viz. ſuch of the Eſtates as ſhall he real, a third Part thereof ſhall be given to ſuch only Child, &c.

to be divided) ſhall be by ſuch Deed or Will given, deviſed, conveyed or ſecured to and to the Uſe of ſuch only Child, his or her Heirs for ever; and that ſuch of the ſaid Eſtates as ſhall be Perſonal Eſtate, one full third Part thereof (the ſame into three equal Parts to be divided) ſhall be by ſuch Deed or Will given, deviſed, conveyed or ſecured to ſuch only Child, to be paid to him, if a Son, at his Age of twenty-one Years; if a Daughter, at her Age of twenty-one Years, or Day of Marriage, which ſhall firſt happen; which reſpective Fortunes, till ſuch Time as the ſame ſhall be paid, ſhall carry and bear an Intereſt for the ſame reſpectively; and for Default or Want of ſuch Direction, Limitation or Appointment as aforeſaid, then the Heirs, Executors or Adminiſtrators of him the ſaid *C. D.* ſhall, within three Months next after the Deceaſe of the ſaid *C. D.* convey, aſſure, pay or otherwiſe ſecure one full third Part of the real Eſtate, and the perſonal Eſtate of him the ſaid *C. D.* to and amongſt all and every the Child and Children of him the ſaid *C. D.* on the Body of the ſaid *M. B.* (his intended Wife) lawfully to be begotten, if more than one, in Manner following, that is to ſay, Such of the ſaid Eſtates as ſhall be real Eſtate, one full third Part thereof (the ſame into three equal Parts to be divided) ſhall be by the Heirs or Aſſigns of him the ſaid *C. D.* conveyed and aſſured to or amongſt ſuch Child or Children (if more than one) to and to the Uſe of him, her and them, his, her and their Heirs for ever, to take as Tenants in Common, and not as Joint-Tenants; and ſuch of the ſaid Eſtates as ſhall be perſonal Eſtate, one third Part thereof (the ſame into three equal Parts to be divided) ſhall be by the Executors or Adminiſtrators of him the ſaid *C. D.* paid or ſecured to and amongſt ſuch Child and Children, abſolutely, Share and Share alike; to be paid ſuch of the ſaid Children as ſhall be a Son or Sons, at his or their Age of twenty-one Years, and ſuch of the ſaid Children as ſhall be a Daughter or Daughters, at her or their Age of twenty-one Years, or Day of Marriage, which ſhall firſt happen, with Intereſt or Profit for their ſaid reſpective Fortunes, from the Death of the ſaid *C. D.* till the ſame ſhall be reſpectively paid; but if there ſhall be but one ſuch Child, then the ſaid whole Part of ſuch real Eſtate and perſonal Eſtate of him the ſaid *C. D.* ſhall be by the Heirs, Executors, Adminiſtrators or Aſſigns of

And ſuch of the Eſtates as ſhall be perſonal, a third Part thereof ſhall be given to ſuch only Child, &c. and to carry Intereſt, &c.

And for Want of Appointment, then the Heirs, &c. of the Huſband ſhall, within three Months after his Deceaſe, convey and pay, or ſecure a third Part of ſuch real and perſonal Eſtates to the Child and Children of the Marriage, if more than one, as follows: Such of the Eſtates as ſhall be real Eſtate, a third Part thereof ſhall be by the Heirs of the Huſband conveyed to ſuch Child or Children, his, her and their Heirs for ever, as Tenants in Common; and ſuch of the Eſtates as ſhall be perſonal, a third Part thereof ſhall be by the Executors of the Huſband paid to ſuch Child and Children, abſolutely; to be paid to Sons at their Age or twenty-one Years, and to Daughters at their Age of twenty-one Years, or Days of Marriage, with Intereſt, &c. But if but one ſuch Child, then the Whole of ſuch real and perſonal Eſtates ſhall be by the Heirs, &c. of the Huſband conveyed and paid as follows:

him the ſaid *C. D.* conveyed, ſettled, aſſured and paid in Manner following, that is to ſay, Such of the ſaid Eſtates as ſhall be real Eſtate, one full third Part thereof (the ſame into three equal Parts to be divided) ſhall be by the Heirs or Aſſigns of him the ſaid *C. D.* conveyed, ſettled and aſſured to and to the Uſe of ſuch only Child, his or her Heirs for ever; and ſuch of the ſaid Eſtates as ſhall be perſonal Eſtate, one full third Part thereof (the ſame into three equal Parts to be divided) ſhall be by the Executors or Adminiſtrators of him the ſaid *C. D.* paid to or ſecured for ſuch only Child; if a Son, to be paid him at his Age of twenty-one Years; if a Daughter, at her Age of twenty-one Years, or Day of Marriage, which ſhall firſt happen, with Intereſt or Profit from the Day of the Deceaſe of the ſaid *C. D.* for his or her Fortune, till the ſame be paid: *Provided* always, and it is hereby expreſly declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and theſe Preſents is, that in Caſe the ſaid *C. D.* ſhall not at the Time of his Deceaſe, leave behind him a ſufficient perſonal Eſtate, fully to pay and anſwer the ſaid ſeveral Sums of 12000 *l.* 16000 *l.* or 8000 *l.* by theſe Preſents (as the Caſe may happen) before covenanted to be paid by the Heirs, Executors or Adminiſtrators of the ſaid *C. D.* to the ſaid *M. B.* as aforeſaid, according to the true Intent and Meaning of theſe Preſents, then and in that Caſe the ſaid *C. D.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, covenant, promiſe and agree to and with the ſaid *A. B.* his Executors and Adminiſtrators, in Manner and Form following, that is to ſay, That all ſuch Freehold and Copyhold Manors, Meſſuages, Lands, Tenements and Hereditaments of him the ſaid *C. D.* that he the ſaid *C. D.* ſhall die ſeiſed of, or any Perſon or Perſons, who at the Time of the Deceaſe of the ſaid *C. D.* ſhall be ſeiſed or poſſeſſed of the ſame, *in Truſt* for him and his Heirs, ſhall ſtand charged and chargeable with the Payment of ſuch Sum and Sums of Money as the perſonal Eſtate of him the ſaid *C. D.* ſhall fall ſhort to pay to the ſaid *M. B.* (the intended Wife of the ſaid *C. D.*) of the ſaid ſeveral Sums of 12000 *l.* 16000 *l.* or 8000 *l.* as the Caſe may happen, and as is herein before provided and covenanted to be paid to the ſaid *M. B.* as aforeſaid; *And further*, that the Heirs and Aſſigns of him the ſaid *C. D.* or ſuch other

Such of the Eſtates as ſhall be real, a third Part thereof ſhall be by the Heirs of the Huſband conveyed to ſuch Child, his or her Heirs for ever; and ſuch of the Eſtates as ſhall be Perſonal, a third Part thereof ſhall be by the Executors, &c. of the Huſband paid to ſuch Child, if a Son, at his Age of twenty-one Years; if a Daughter, at her Age of twenty-one Years, or Day of Marriage, with Intereſt, &c.

That in Caſe the Huſband ſhall not at his Deceaſe leave a ſufficient perſonal Eſtate to pay 12000 l. 16000 l. or 8000 l. &c. then he covenants that all ſuch Freehold Eſtate as he ſhall die ſeiſed of, ſhall ſtand charged with the Payment of ſuch Money as his perſonal Eſtate ſhall fall ſhort to pay, &c.

That the Heirs, &c. of the Huſband ſhall, by Conveyances, forthwith after his Death, and ſuch Deficiency, as aforeſaid, at their own Coſts, &c. charge all ſuch Freehold Eſtate, &c. for better ſecuring the Payment of ſuch Money as his perſonal Eſtate ſhall fall ſhort to pay, of the ſaid 12000 l. 16000 l. or 8000 l.

Perſon or Perſons that ſhall or may be in Truſt for him as aforeſaid, ſhall forthwith after the Death of the ſaid *C. D.* and ſuch Deficiency as aforeſaid, at his and their Coſts and Charges, by good and ſufficient Deeds and Conveyances in the Law, ſuch as the Counſel learned in the Law of the ſaid *M. B.* ſhall direct and adviſe, charge all ſuch Manors, Houſes, Lands, Tenements and Hereditaments of him the ſaid *C. D.* or in Truſt for him as aforeſaid, *in Truſt* for and for the further and better ſecuring the Payment of ſuch Sum and Sums of Money, as the perſonal Eſtate of him the ſaid *C. D.* ſhall fall ſhort to pay the ſaid *M. B.* of the ſaid ſeveral Sums of 12000 *l.* 16000 *l.* or 8000 *l.* (as the Caſe may happen) and as is herein before provided and covenanted to be paid her the ſaid *C. D.* as aforeſaid; and until ſuch Deeds and Conveyances can be made as aforeſaid, the Heirs and Aſſigns of him the ſaid *C. D.* or ſuch other Perſon or Perſons as ſhall be in Truſt for him or them as aforeſaid, ſhall ſtand ſeiſed of all the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, *in Truſt* for and for the ſeveral Ends and Purpoſes herein laſt before mentioned and covenanted, concerning the ſaid Manors, Lands and Hereditaments, precedent to and preferable before any Charge, Claim or Demand of any the Child or Children of him the ſaid *C. D.* on the Body of the ſaid *M. B.* (his intended Wife) lawfully to be begotten, by theſe Preſents made and provided, or otherwiſe howſoever; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding: *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that any Legacy, Bequeſt or Deviſe made and given to the ſaid *M. B.* or to her Uſe, by the Laſt Will and Teſtament of him the ſaid *C. D.* or by any Deed or Writing, purporting to be his laſt Will and Teſtament, ſhall not be deemed, taken or conſtrued to be in Satisfaction or in Part of Satisfaction of any Proviſion made by theſe Preſents for the ſaid *M. B.* unleſs the ſame ſhall be ſo expreſſed and declared by ſuch Will or Deed; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors and Adminiſtrators by theſe Preſents, in Manner and Form following, that is to ſay, That if the ſaid intended Marriage ſhall take Effect, and the ſaid *C. D.* ſhall be living at the Time of the Deceaſe of the ſaid *A. B.* then the Heirs, Ex-

And until ſuch Conveyances can be made, the Heirs of the Husband, &c. ſhall ſtand ſeiſed of the ſaid Freehold Eſtate, in Truſt for the Purpoſes laſt mentioned, preferable before any Demand of any Child, &c.

Proviſo that any Legacy given to the Wiſe by the Huſband, ſhall not be deemed in Satisfaction, &c. of any Proviſion hereby made for her, unleſs the ſame ſhall be ſo declared, &c.

The Father covenants that if the Huſband ſhall be living at his Deceaſe, then his Heirs, &c. ſhall, within three Months after his Deceaſe, pay to the Husband 4000 *l.*

ecutors or Adminiſtrators of him the ſaid *A. B.* ſhall and will within three Months next after the Deceaſe of the ſaid *A. B.* well and truly pay or cauſe to be paid to the ſaid *C. D.* the ſaid Sum of 4000 *l.* (the Reſidue of the Portion of the ſaid *M. B.*) to and for his own Uſe: *And further*, that in Caſe the ſaid *C. D.* ſhall be dead at the Time of the Deceaſe of the ſaid *A. B.* and there ſhall be no Iſſue by the ſaid *C. D.* on the Body of the ſaid *M. B.* (his intended Wife) to be begotten then living, then the Heirs, Executors or Adminiſtrators of him the ſaid *A. B.* ſhall within the Time aforeſaid pay to the ſaid *M. B.* the ſaid Sum of 4000 *l.* (the Reſidue of the Portion of the ſaid *M. B.*) to and for her own Uſe: *And likewiſe*, that in Caſe the ſaid *C. D.* ſhall die before the ſaid *A. B.* leaving Iſſue by the ſaid *M. B.* his intended Wife one or more Son or Sons, Daughter or Daughters, and the ſaid *M. B.* be then alſo living, then and in that Caſe the Heirs, Executors or Adminiſtrators of the ſaid *A. B.* ſhall pay unto the ſaid *M. B.* the ſaid Sum of 4000 *l.* (the Reſidue of the Portion of the ſaid *M. B.*) to be by her at her own Diſcretion laid or put out upon Government or real Security for Intereſt or other Profit; the Intereſt, Profit and Produce of the ſaid Sum of 4000 *l.* to be by her received and enjoyed for and during the Term of her natural Life; And from and after the Death of the ſaid *M. B.* (the ſaid *C. D.* being dead) the ſame Sum of 4000 *l.* ſhall be paid, ſettled or aſſured to and amongſt all and every the Child and Children of the ſaid *C. D.* on the Body of the ſaid *M. B.* (his intended Wife) to be begotten, if more than one, in ſuch Shares, Parts and Proportions, and to be paid at ſuch Time or Times, and in ſuch Manner and Form, as the ſaid *C. D.* ſhall by any Deed or Writing to be by him ſealed and delivered, or by his laſt Will and Teſtament in Writing to be by him ſubſcribed and publiſhed in the Preſence of three or more credible Witneſſes, have directed, limited or appointed; but if but one ſuch Child, then the ſaid whole Sum of 4000 *l.* ſhall go to and be for the Benefit of ſuch only Child, to be paid him, if a Son, at his Age of twenty-one Years, if a Daughter, at her Age of twenty-one Years, or Day of Marriage, which ſhall firſt happen, with Intereſt for the ſaid Sum of 4000 *l.* till ſuch Time as the ſame ſhall be paid or become payable; but in Default or want of ſuch Direction, Limitation or Appointment, then the whole Sum of 4000 *l.* ſhall go to and

In Caſe the Husband ſhall be dead at the Deceaſe of the Father, and there ſhall be no Iſſue, &c. then the Heirs, &c. of the Father ſhall within the Time aforeſaid pay to the Wife 4000 l.

In Caſe the Husband dies before the Father, leaving Iſſue, &c. and the Wife be then alſo living, then the Heirs, &c. of the Father ſhall pay to the Wife the ſaid 4000 l. to be by her put out at Intereſt; the Intereſt to be by her received during her Life, and after her Death the ſame 4000 l. to be paid or ſettled to all the Children of the Marriage, in ſuch Shares, and to be paid at ſuch Times, as the Husband by Deed or Will ſhall have appointed; but if but one Child, then the 4000 l. to go to ſuch only Child, &c. with Intereſt; but for want of Appointment, then the 4000 l. to go to all the Children if more than one, Share and Share alike, &c.

be divided amongſt all and every ſuch Child and Children between them the ſaid *C. D.* and *M. B.* (his intended Wife) to be begotten, if more than one, Share and Share alike, the Portion or Share of ſuch Child and Children, being a Son or Sons, to be paid him or them at his or their Age of twenty-one Years; and the Portion or Share of ſuch Child and Children, being a Daughter or Daughters, to be paid her or them at her or their Age of twenty-one Years or Day of Marriage, which ſhall firſt happen, with Intereſt for their ſaid reſpective Shares or Portions till the ſame ſhall be reſpectively paid or become payable; but if there ſhall be but one ſuch only Child between them the ſaid *C. D.* and *M. B.* (his intended Wife) to be begotten, then the ſaid whole Sum of 4000 *l.* to go and be for the Benefit of ſuch only Child; if a Son, to be paid at his Age of twenty-one Years; if a Daughter, at her Age of twenty-one Years, or Day of Marriage, which ſhall firſt happen, with Intereſt for the ſaid Sum of 4000 *l.* till the ſame ſhall be paid or become payable: *And alſo* that if the Survivor of them the ſaid *C. D.* and *M. B.* (his intended Wife) ſhall be dead at the Time of the Deceaſe of the ſaid *A. B.* then the Heirs, Executors or Adminiſtrators of the ſaid *A. B.* ſhall within the Time aforeſaid pay the ſaid Sum of 4000 *l.* to and amongſt all and every the Child and Children (if more than one) of him the ſaid *C. D.* on the Body of the ſaid *M. B.* lawfully to be begotten, that ſhall be living at the Time of the Deceaſe of the ſaid *A. B.* in ſuch Proportions and Shares, at ſuch Time or Times, and in ſuch Manner and Form, as the ſaid *C. D.* ſhall have by ſuch Deed or Will directed, limited or appointed; and in Default or for want of ſuch Direction, Limitation or Appointment, then to pay and divide the ſame to and amongſt ſuch Child and Children (if more than one) equally, Share and Share alike; the Portion or Share of ſuch Child or Children, being a Son or Sons, to be paid him or them at his or their Age of twenty-one Years; and the Portion or Share of ſuch Child or Children, being a Daughter or Daughters, to be paid her or them at her or their Age of twenty-one Years, or Day of Marriage, which ſhall firſt happen, with Intereſt for their reſpective Shares or Portions till the ſame ſhall be reſpectively paid or become payable; but if there ſhall be but one ſuch Child between the ſaid *C. D.* and *M. B.* (his intended Wife) to be begotten, then the Heirs, Executors or Adminiſtra-

But if there be but one Child, the ſaid 4000 l. to go to ſuch only Child, &c.

If the Survivor of the Husband and Wife ſhall be dead at the Deceaſe of the Father, then the Heirs, &c. of the Father ſhall pay the 4000 l. to all the Children (if more than one) &c. that ſhall be living at the Deceaſe of the Father, in ſuch Share and at ſuch Times as the Husband ſhall have by ſuch Deed or Will appointed; and for want of Appointment, to pay the ſame to ſuch Children (if more than one) equally, &c. with Intereſt; but if there be but one Child, then the Heirs, &c. of the Father to pay the ſaid 4000 l. to ſuch only Child, &c.

tors of the ſaid *A. B.* ſhall within the Time aforeſaid pay or ſecure the ſame Sum of 4000 *l.* to and for ſuch only Child (if ſuch Child ſhall be living at the Time of the Deceaſe of the ſaid *A. B.*); and if ſuch Child ſhall be a Son, then the ſame to be paid him at his Age of twenty-one Years; and if a Daughter, at her Age of twenty-one Years, or Day of Marriage, which ſhall firſt happen, together with Intereſt for his or her Fortune till the ſame ſhall be paid or become payable: *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and theſe Preſents is, that in Caſe any of the Child or Children of him the ſaid *C. D.* on the Body of the ſaid *M. B.* (his intended Wife) to be begotten, beſides an only Child, ſhall happen to die before his, her or their Portion, as ſhall ariſe out of the perſonal Eſtate of him the ſaid *C. D.* ſhall become payable or be paid according to the true Meaning of theſe Preſents; then the Portion or Portions of all and every ſuch Child or Children, beſides an only Child, ſo dying, ſhall go to the Survivors or Survivor of them, and ſhall be equally divided if more than one ſurviving; to be paid at ſuch Time or Times, as his, her or their original Portion or Portions ſhall or may be paid or become payable by the Direction or Appointment of him the ſaid *C. D.* and for want of ſuch Direction or Appointment, then as is or are herein before limited, directed or appointed to be paid; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding: *And* the ſaid *M. B.* doth hereby declare and agree, that ſuch Proviſion as is hereby agreed to be made for her (in Caſe the ſaid intended Marriage ſhall take Effect) is and ſhall be by her accepted in full Satisfaction and Recompence of all ſuch Dower or Thirds at Common Law, as ſhe may at any Time hereafter claim, challenge or demand out of any the real Eſtate of him the ſaid *C. D.* that he ſhall at any Time be ſeiſed of during the Coverture between him and the ſaid *M. B.* (his intended Wife): *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and theſe Preſents is, that in Caſe the Heirs or Aſſigns of him the ſaid *C. D.* ſhall within three Months next after the Deceaſe of the ſaid *C. D.* well and truly pay or cauſe to be paid ſo much of good and lawful Money of *Great Britain*, as ſhall be the full Value and Price of

In Caſe any of the Children, &c. beſides an only Child, ſhall die before his Portion ſhall become payable or be paid, then the Portion of ſuch Child, &c. ſo dying ſhall go to the Survivors, &c. to be paid at ſuch Time as his, her or their original Portions ſhall be paid by the Appointment of the Huſband, &c.

The Wife declares that ſuch Proviſion as is hereby agreed to be made for her ſhall be in full of Dower.

In Caſe the Heirs, &c. of the Huſband ſhall within three Months after his Deceaſe pay ſo much Money as ſhall be the Value of a third Part of ſuch real Eſtate covenanted to be conveyed, &c. the Money ſo to be paid for the Value of the ſaid third Part of ſuch real Eſtate ſhall be paid to ſuch Child and Children as aforeſaid, in ſuch Shares, &c. as the third Part of the Huſband's perſonal Eſtate is to be paid.

ſuch third Part of ſuch real Eſtate of him the ſaid *C. D.* ſo covenanted to be conveyed, ſettled and aſſured to or amongſt ſuch Child or Children (if more than one) of him the ſaid *C. D.* on the Body of the ſaid *M. B.* (his intended Wife) to be begotten, to and to the Uſe of ſuch Child or Children (if more than one) his, her or their Heirs for ever as aforeſaid, as would be intitled to the ſaid third Part of the ſaid real Eſtate of the ſaid *C. D.* by Virtue of theſe Preſents; the Money ſo to be paid for the Value of the ſaid third Part of ſuch real Eſtate as aforeſaid ſhall go, be paid and divided to and amongſt ſuch Child and Children as aforeſaid (if more than one) in ſuch Parts, Shares and Proportions, and at ſuch Time and Times, and in ſuch Manner and Form, as the ſaid third Part of the ſaid perſonal Eſtate of the ſaid *C. D.* is herein before covenanted to be paid, ſecured and divided; and if but one ſuch Child, then the whole to go and be paid to ſuch only Child, at ſuch Times, in ſuch Manner and Form, as the ſaid third Part of the ſaid perſonal Eſtate of the ſaid *C. D.* is herein before covenanted to be paid; then and immediately after ſuch Payments or Payment as laſt mentioned ſhall be made according to the true Intent and Meaning of theſe Preſents and the Parties hereto, then the Covenant of him the ſaid *C. D.* ſo far forth only (and no more) as relates to the Conveying, Settling or Aſſuring the ſaid third Part of the ſaid real Eſtate of him the ſaid *C. D.* to and to the Uſe of ſuch Child or Children of him the ſaid *C. D.* on the Body of the ſaid *M. B.* to be begotten, his, her or their Heirs for ever, ſhall be deemed to be fully ſatisfied ſo far forth as relates to the Settling, Conveying and Aſſuring the ſaid third Part of the ſaid real Eſtate, to and to the Uſe of ſuch Child or Children as aforeſaid; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding: *Provided likewiſe*, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe the ſaid *C. D.* ſhall happen to die before the ſaid *A. B.* (not having received the ſaid Sum of 4000 *l.* the Reſidue of the Portion of the ſaid *M. B.*) and the ſaid *M. B.* ſhall be then living, then and in that Caſe the Receipt of the ſaid *M. B.* whether Covert or Sole, ſhall be to the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, a good, ſufficient and effectual Diſcharge for the ſaid Sum of 4000 *l.* herein before covenanted to be paid as aforeſaid; *And* if the ſaid *M. B.* ſhall happen to die in the

And if but one Child, then the whole to be paid to ſuch only Child, &c.

Then after ſuch Payment made, the Covenant of the Husband, ſo far forth only as relates to conveying a Third of his real Eſtate to ſuch Child or Children of the Marriage, ſhall be deemed to be fully ſatisfied, &c.

In Caſe the Husband dies before the Father, (not having received the 4000 l.) and the Wife ſhall be living, then her Receipt ſhall be a good Diſcharge for the ſame.

If the Wife dies in the Life-time of her Father, (the Husband being dead) not having received the 4000 l. and there ſhall be Iſſue living, then the Receipt of the Executors of the Husband ſhall be a good Diſcharge for the ſaid 4000 l.

Life-time of the ſaid *A. B.* (the ſaid *C. D.* being dead) not having received the ſaid Sum of 4000 *l.* and there ſhall be Iſſue of the ſaid Marriage living at the Death of the ſaid *A. B.* then and in that Caſe the Receipt and Diſcharge of the Executors or Adminiſtrators of the ſaid *C. D.* ſhall be to the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, a good, ſufficient and effectual Diſcharge for the ſaid Sum of 4000 *l.* (the Reſidue of the Portion of the ſaid *M. B.*) ſo covenanted to be paid as aforeſaid; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

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## *Marriage Articles whereby the intended Wife's Brother covenants to pay* 600 l. *to the intended Husband, and to pay a yearly Sum of* 30 l. *to the Husband and Wife during their natural Lives,* &c. *and if they leave any Iſſue at their Death, who ſhall attain the Age of twenty-one Years, then to pay* 600 l. *to ſuch Iſſue; and the Huſband covenants to make a Settlement of Freehold and Leaſehold Eſtates.*

*Articles* of *Agreement tripartite* indented, made, *&c.* between *A. B.* of, *&c.* of the firſt Part, *S. H.* of, *&c.* of the ſecond Part, and *R. H.* Siſter of the ſaid *S. H.* of the third Part.

Recital of a Marriage intended. The Wife's Brother covenants to pay 600 l. on the Day of the Marriage.

I*Mprimis, Whereas* a Marriage is intended ſhortly to be had and ſolemnized between the ſaid *A. B.* and the ſaid *R. H.* *Now theſe Preſents witneſs*, that the ſaid *S. H.* in Conſideration of the ſaid intended Marriage doth hereby for himſelf, his Heirs, Executors and Adminiſtrators covenant, promiſe and agree to and with the ſaid *A. B.* his Executors and Adminiſtrators, that he the ſaid *S. H.* his Heirs, Executors or Adminiſtrators ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, the full Sum of 600 *l.* on the Day of the Solemnization of the ſaid intended Marriage.

And to pay to the Huſband and Wife during their natural Lives, &c. 30 l. yearly.

*Item*, The ſaid *S. H.* for the Conſideration aforeſaid doth hereby for himſelf, his Heirs, Executors and Adminiſtrators further covenant, promiſe and agree to and with the ſaid *A. B.* his Executors and Adminiſtrators, that from and after the Solemnization of the ſaid intended Marriage, he the ſaid *S. H.* his Heirs, Executors or Adminiſtrators, over and above and beſides the ſaid Sum of 600 *l.* ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *A. B.* and *R. H.* his ſaid intended Wife, for and during the Term of their natural Lives and the Life of the longer Liver of them, the yearly Sum of 30 *l.* being the Intereſt of 600 *l.* more; and in Caſe the ſaid *A. B.* and his ſaid intended Wife ſhall at their Deaths leave any Child or Children of their Bodies lawfully begotten, who ſhall attain the Age or Ages of twenty-one Years, or be married, that then the ſaid *S. H.* ſhall and will well and truly pay, or cauſe to be paid, the further Sum of 600 *l.* to ſuch Child if but one, or if more than one, then to ſuch Children, in ſuch Manner and Proportions as the ſaid *A. B.* and his ſaid intended Wife, or the Survivor of them, by any Writing under their or either of their Hand and Seal ſhall direct and appoint; and for Default of ſuch Appointment, then to ſuch Children in equal Proportions, and ſhall pay Intereſt for the ſaid 600 *l.* until ſuch Child or Children ſhall attain ſuch Age, or be married.

And if they ſhall leave any Child or Children of their Bodies, who ſhall attain the Age of twenty-one-Years, or be married, to pay 600 l. more to ſuch Children in ſuch Proportions as the Huſband and Wife or Survivor ſhall by Writing appoint, &c.

*Item*, The ſaid *A. B.* in Conſideration of the ſaid Marriage and Marriage Portion, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators covenant, promiſe and agree to and with the ſaid *S. H.* his Heirs, Executors and Adminiſtrators, that he the ſaid *A. B.* or his Heirs, immediately after the Solemnization of the ſaid intended Marriage, ſhall and will by good and ſufficient Conveyances in the Law ſettle, aſſure and convey one Freehold Farm called ——— ſituate in ——— in the County of *W.* which is of the clear yearly Value of 40 *l.* two Freehold Houſes ſituate in ——— aforeſaid, which are of the clear yearly Value of 30 *l.* free from all Charges and Incumbrances whatſoever, *To* and for the ſeveral Uſes, Intents and Purpoſes herein after mentioned, limited and declared, that is to ſay, *To the Uſe* of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; *And* from and after his Deceaſe, *Then* to the Uſe of the ſaid *R. H.* his intended Wife for and during the Term of her natural Life; *And* from and after the Determination of that Eſtate, *Then* to the Uſe and Behoof of the Heirs of the ſaid *A. B.* on the Body of the ſaid *R. H.* his intended Wife lawfully to be begotten; and for Default of ſuch Iſſue, to the Uſe of the right Heirs of the ſaid *A. B.* for ever.

The Huſband covenants, immediately after the Solemnization of the ſaid Marriage, to ſettle a Freehold Farm and Houſes to the Uſes after mentioned, viz. To himſelf for Life, then to his Wife for Life, Remainder to his Heirs, &c.

And to aſſign two Leaſehold Houſes to Truſtees, to the Intent that they ſhall permit the Husband and Wife to enjoy the ſame, &c.

*Item*, That the ſaid *A. B.* himſelf, his Executors or Adminiſtrators, immediately after the Solemnization of the ſaid intended Marriage, ſhall and will by good and ſufficient Conveyances and Aſſurances in the Law well and ſufficiently aſſign over two Houſes in —— aforeſaid, held by Leaſe from the Governors of, *&c.* for the Reſidue of Term which ſhall be therein then to come unto the ſaid *S. H.* and *T. H.* of, *&c.* to the Intent and Purpoſe that they ſhall permit and ſuffer the ſaid *A. B.* and his ſaid intended Wife to enjoy the ſame two Houſes for and during the Reſidue of the ſaid Term which ſhall be then to come, if they the ſaid *A. B.* and his ſaid intended Wife ſhall ſo long live; and from and after their Deceaſe, *Then* that the ſaid *S. H.* and *T. H.* ſhall aſſign over the Reſidue of the ſaid Term which ſhall be then to come and unexpired, to the ſame ſeveral Uſes as are limited of the ſaid Freehold Houſes above mentioned. *In Witneſs*, &c.

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## *Articles before Marriage for the Widow and Adminiſtratrix of a Freeman of* London *to account with his eldeſt Son (the intended Husband) during his Life, and afetr his Deceaſe, with his intended Wife during her Life, and after the Deceaſe of the Survivor of them, with the Iſſue of the Marriage, for the Rents and Profits that ſhall be made of the Inteſtate's Leaſehold Eſtates,* &c. See the Margin.

*Articles* of *Agreement Tripartite* indented, *&c.* between *A. B.* of, *&c.* Widow and Adminiſtratrix of all and ſingular the Goods and Chattels, Rights and Credits of her late Husband *B. B.* late Citizen and —— of *London*, deceaſed, of the firſt Part, *J. B.* of, *&c.* eldeſt Son, and one of the five Children of the ſaid *B. B.* of the ſecond Part, and *C. D.* of, *&c.* Widow, and *D. D.* her Daughter of the third Part, as followeth.

Recital that the Husband's Father was at his Death poſſeſſed of Leaſehold Eſtates, which by Means of his dying inteſtate are ſubject to a Diſtribution according to the Cuſtom of London between his Widow and five Children, ſo that the Husband is intitled to one ninth Part thereof.

WHereas the ſaid *B. B.* at the Time of his Death was poſſeſſed of and intitled unto certain Leaſehold Eſtates, conſiſting of divers Meſſuages or Tenements and Premiſſes, ſituate and being in ſuch reſpective Places, and held for the

Remainders of ſuch reſpective Terms of Years, and at and under ſuch reſpective yearly Ground-Rents, and now in the ſeveral Tenures or Occupations of ſuch reſpective Perſons, and at and under ſuch ſeveral and reſpective yearly improved Rents as in the Schedule hereunder written are particularly mentioned, the which Leaſehold Eſtates, by Means of the Deceaſe of the ſaid *B. B.* inteſtate, became and are ſubject to a Diſtribution according to the Cuſtom of the City of *London* between the ſaid *A. B.* Widow and the five Children of the ſaid *B. B.* ſo that he the ſaid *J. B.* as one of the five Children of the ſaid *B. B.* became and is intitled to one Ninth or ninth Part thereof, or to one Fifth or fifth Part of five Ninths or nine Parts thereof, the whole into nine equal Parts to be divided, as his Share or Proportion of the ſaid Leaſehold Eſtates: *And whereas* the ſaid *A. B.* is now in Poſſeſſion and Receipt of the Rents of the whole of the ſaid Leaſehold Eſtates, and by the ſaid *J. B.* ſo far as concerns him, is intended ſo to continue, to the Ends, Intents and Purpoſes herein after mentioned: *And whereas* a Marriage is intended (by God's Permiſſion) ſhortly to be had and ſolemnized between the ſaid *J. B.* and the ſaid *D. D.* with whom the ſaid *J. B.* is to have a competent Sum of Money, or the Value of a competent Sum of Money in Marriage, as her Marriage Portion; and in Conſideration of ſuch intended Marriage and Marriage Portion, he the ſaid *J. B.* hath agreed, that from and after the Deceaſe of him the ſaid *J. B.* in Caſe the ſaid intended Marriage ſhall take Effect, ſuch his Share or Proportion of the ſaid Leaſehold Eſtates, and of the Produce thereof, ſubject to the Payment of ſuch Monies as herein after mentioned ſhall be ſubjected as, and become or be employed for, a Proviſion for the ſaid *D.* his intended Wife during her Life, and the Continuance of any Right or Intereſt to be claimed under him the ſaid *J. B.* therein mentioned, in Caſe ſhe ſhall happen to ſurvive him; as alſo for the Iſſue that ſhall happen to proceed from the ſaid intended Marriage, for their better Support and Maintenance, and in the Manner as herein after is mentioned: *Therefore* it is hereby covenanted, promiſed and agreed by and between the Parties to theſe Preſents in Manner following, (that is to ſay)

That the Widow is now in Poſſeſſion of the Eſtates, &c.

A Marriage intended.

In Conſideration thereof, &c. the Huſband hath agreed that after his Deceaſe his Share of the Eſtates, ſubject to Payment of ſuch Monies as after mentioned, &c. ſhall be ſubjected as a Proviſion for the Wife, &c.

*Imprimis*, It is agreed by and between all the ſaid Parties, and the ſaid *A. B.* for herſelf, her Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and agree

The Widow covenants that, ſo long during the Terms to come in the Eſtates, as ſhe ſhall continue in Poſſeſſion and Receipt of the Rents of the Eſtates, ſhe ſhall yearly account with the Huſband during his Life, and after his Deceaſe with the Wife during her Life, and then with the Iſſue of the Marriage.

agree to and with the ſaid *J. B.* and *C. D.* and with either of them ſeverally and reſpectively, and with their and either of their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, and with every of them, that ſo long, during the Continuance of the reſpective Terms to come in the ſaid ſeveral Leaſehold Eſtates, as ſhe the ſaid *A. B.* her Executors or Adminiſtrators ſhall, or by the Permiſſion of the ſeveral Children of the ſaid *B. B.* and their Repreſentatives, may hold and continue in the Poſſeſſion and Receipt of the Rents and Profits of the ſaid Leaſehold Eſtates in her or their own Right, and in the Right, or for and on the Behalf of the ſeveral Children of the ſaid *B. B.* or their Repreſentatives, ſhe the ſaid *A. B.* her Executors and Adminiſtrators ſhall and will yearly, and every Year, at or within twenty-one Days after every Feaſt-Day of —— come to a fair and juſt Account with the ſaid *J. B.* during his Life; and from and after his Deceaſe, with the ſaid *D.* his intended Wife during her Life, in Caſe the ſaid intended Marriage ſhall take Effect, and ſhe ſhall happen to ſurvive him; and from and after the Deceaſe of the Survivor of the ſaid *J. B.* and *D.* his intended Wife, then with ſuch Child or Children as ſhall happen of the ſaid intended Marriage, and the Iſſue of the Body or Bodies of him, her or them who ſhall then be dead; or if there ſhall be no ſuch Child or Children, or Iſſue of his, her or their Body or Bodies lawfully iſſuing, then with the Executors, Adminiſtrators or Aſſigns of the ſaid *J. B.* for the Rents and Profits that ſhall be made of the ſaid Leaſehold Eſtates, clear of and deducting thereout all Outgoings, Payments and Diſburſements for or on Account of Ground-Rent, Land-Tax, Repairs, Inſurance from Loſs by Fire, and other Caſualties, Charges and Expences attending the ſame Eſtates, according to the diſcretionary Management thereof by her the ſaid *A. B.* her Executors or Adminiſtrators; ſuch Account to begin and commence from the Feaſt-Day of —— now laſt paſt.

If no Iſſue, then with the Executors, &c. of the Huſband for the Rents of the Eſtates clear of Outgoings for Ground-Rent, &c.

*Item*, That immediately, upon ſuch Account rendered, and from and after the ſaid *A. B.* her Executors or Adminiſtrators, ſhall have been fully paid and ſatisfied the whole or what (if any Thing) ſhall be remaining due and owing to her or them from the ſaid *J. B.* or his Eſtate, of a Debt of 150 *l.* now due and owing by the ſaid *J. B.* unto her the ſaid *A. B.* with Intereſt for the ſame, ſhe the ſaid *A. B.* her Executors or

Upon ſuch Account rendered, and after the Widow ſhall have been paid the whole, or what (if any Thing) ſhall be remaining due to her from the Huſband of a Debt of 150l. now owing by him to her with Intereſt, ſhe will yearly pay one Ninth of the Balance of ſuch Account to the Iſſue of the Marriage, &c.

Adminiſtrators, ſhall and will yearly as aforeſaid, well and truly pay or cauſe to be paid unto the Perſon or Perſons, ſo to be accounted with, one full Ninth or ninth Part of the Ballance of ſuch Account, the Whole of ſuch Ballance in nine equal Parts to be divided, ſuch Ninth or ninth Part of ſuch Ballance to be paid to ſuch Children of the ſaid intended Marriage (if more that one) in equal Proportions, Share and Share alike; and the Share of each and every of the Shares of any ſuch Children being dead, to be paid and equally divided amongſt his, her and their Iſſue (if more than one) in equal Proportions, Share and Share alike.

*Item*, It is hereby mutually agreed by and between all the ſaid Parties to theſe Preſents, that upon Default to be made by the ſaid *J. B.* his Executors or Adminiſtrators, in Payment to the ſaid *A. B.* her Executors or Adminiſtrators of the ſaid Sum of 150 *l.* and Intereſt, ſhe the ſaid *A. B.* her Executors or Adminiſtrators, may and ſhall from Time to Time, and yearly and every Year, retain, take and apply to her and themſelves, and to her and their own proper Uſe, in and towards Diſcharge of the ſaid 150 *l.* and Intereſt, or what thereof ſhall remain unpaid, and until full Payment and Satisfaction thereof, the whole of ſuch full Ninth or ninth Part of the Ballance of ſuch Account, or what thereof ſhall be ſufficient for that Purpoſe, to the End and Intent that ſuch the Share or Proportion of him the ſaid *J. B.* of the ſaid Leaſehold Eſtates, ſo ſubjected or intended to be ſubjected as and for ſuch Proviſion as aforeſaid, may, with all convenient Speed, be freed and diſcharged of and from the ſaid Debt of 150 *l.* and Intereſt; and in Order thereto, that all Monies from henceforth to be by the ſaid *J. B.* his Executors or Admininiſtrators paid to, or by her the ſaid *A. B.* her Executors or Adminiſtrators retained, taken and applied, as aforeſaid, or which by Virtue of theſe Preſents may ſo be retained, taken and applied, ſhall be deemed, conſtrued and held to be a Satisfaction of ſo much of the ſaid —— and Intereſt, in Reſpect to, and in Eaſe and Diſcharge of the ſaid *J. B.*'s ſaid Share or Proportion of the ſaid Leaſehold Eſtates ſo ſubjected to the Payment thereof, as aforeſaid.

Upon Default of Payment of the 150 l. and Intereſt, the Widow ſhall yearly retain towards Diſcharge thereof or what ſhall remain unpaid, and until Payment thereof, the whole of ſuch Ninth of the Balance of ſuch Account, &c. to the End that the Husband's Share of the Eſtates may be freed from the ſaid Debt, &c.

*Item*, That in Caſe the ſaid Leaſehold Eſtates, or any Part thereof, ſhall at any Time hereafter be ſold, his the ſaid

In Caſe the Eſtates ſhall be ſold, the Husband's Share of the Purchaſe Money, &c. ſhall be paid to ſome Perſon to be agreed upon, &c. to be by him with the Conſent of the Husband and Wife's Mother put out at Intereſt for the Benefit of the Parties who would have been intitled to the Produce of the Husband's Share of the Eſtates in Caſe the ſame had not been ſold; the yearly Produce of ſuch Money after deducting all Charges, &c. ſhall be paid in like Manner as the yearly Produce of the Huſband's Share of the Eſtates was to have been paid, &c.

*J. B.*'s Share and Proportion of the Purchaſe Money thereof, after a Deduction thereout of what ſhall then remain due and unpaid, and may or could not have been retained as aforeſaid, of the ſaid 150 *l.* and Intereſt, ſhall be forthwith paid into the Hands of ſome one Perſon, to be agreed upon for that Purpoſe by and between the ſaid *J. B.* his Executors or Adminiſtrators, and the ſaid *C. D.* her Executors or Adminiſtrators, or into the Hands of two Perſons, the one to be named by the ſaid *J. B.* his Executors or Adminiſtrators, and the other to be named by the ſaid *C. D.* her Executors or Adminiſtrators, to be by him or them, with the Conſent of them the ſaid *J. B.* and *C. D.* their Executors or Adminiſtrators, put or placed out at Intereſt, or laid out, managed or employed from Time to Time for the Benefit of the reſpective Parties, who for the Time being would have been by Virtue of theſe Preſents intitled to the clear yearly Produce of the ſaid *J. B.*'s ſaid Share or Proportion of ſuch of the ſaid Leaſehold Eſtates, in Caſe the ſame had not been ſold; and that the yearly Produce of ſuch Money ſo to be put or placed out at Intereſt, or laid out, managed or employed as aforeſaid, after a Deduction thereout of all Charges attending the ſame, ſhall from Time to Time, as the ſame ſhall ariſe, be paid or applied in like Manner and Proportion as the clear yearly Produce of the ſaid *J. B.*'s ſaid Share or Proportion of ſuch of the ſaid Leaſehold Eſtates was to have been paid and applied in Purſuance of theſe Preſents. *In Witneſs*, &c.

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### *Articles after Marriage for a Husband to make a Settlement of his Freehold and Copyhold Eſtates upon his Wife, &c. in Diſcharge of a Bond entered into by him before Marriage, in Caſe the Wife's Fortune ſhall amount to* 100 l. *beſides ſufficient to pay off a Mortgage for* 200 l.

*Articles* of *Agreement* indented, *&c.* between *A. B.* of, *&c.* and *J.* his Wife, late *J. K.* Spinſter, of the one Part, and *C. D.* of, *&c.* of the other Part, as follows.

WHereas before the Marriage of the ſaid *A. B.* with the ſaid *J.* his now Wife, and pending the Treaty for the ſame, it was agreed by and between the ſaid *A. B.* and the ſaid *J.* as alſo a third Perſon on her Behalf, that in Caſe the ſaid then intended Marriage ſhould take Effect, and the Effects, Portion or Fortune of the ſaid *J.* ſhould appear to be of the Value of 100 *l.* over and beſides ſufficient to pay off and diſcharge a Sum of 200 *l.* and Intereſt ſecured by a Mortgage of the Premiſſes (amongſt others) after mentioned, ſo much of ſuch Effects, Portion or Fortune as ſhould be ſufficient, ſhould be applied to that Purpoſe, and the Reſidue thereof ſhould be taken and received by and to the ſole and only proper Uſe of him the ſaid *A. B.* And that in Conſideration thereof and of the ſaid intended Marriage, and as a Proviſion for or towards the Maintenance as well of the ſaid *J.* in Caſe ſhe ſhould happen to ſurvive him the ſaid *A. B.* as of ſuch Child or Children as ſhould be the Iſſue of ſuch Marriage, in Manner and upon the Contingency herein after mentioned, the ſaid then and now mortgaged Premiſſes ſhould be ſettled or ſecured *upon Truſt*, and in Manner as herein after is mentioned; and on the Part of the ſaid *A. B.* it was in like Manner agreed, that upon Requeſt to him made he the ſaid *A. B.* ſhould enter into Articles with ſuch Perſon or Perſons as ſhould be nominated on the Behalf of the ſaid *J.* for that Purpoſe, and for ſo doing he the ſaid *A. B.* entered into a Bond or Obligation of a conſiderable Penalty, which was to remain as a Pledge or Security for his due Execution of ſuch Articles accordingly: *Therefore* and in Purſuance of ſuch the Agreement aforeſaid, and in Conſideration of the ſaid Marriage already had, whereby the ſaid *A. B.* is become intitled to the Portion or Fortune of the ſaid *J.* ſubject to and upon the Terms of the Agreement aforeſaid, and to the End and Intent that he the ſaid *A. B.* may be diſcharged from his ſaid Bond or Obligation, and have the ſame delivered up to him to be cancelled, *It is hereby agreed* by and between the ſaid Parties to theſe Preſents, and the ſaid *A. B.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *C. D.* (the Perſon nominated on the Behalf of the ſaid *J.* as aforeſaid) his Executors, Adminiſtrators and Aſſigns, and to and with every of them, that in Caſe the Effects, Portion or Fortune of the ſaid *J.* which ſhall come to the Hands or Uſe of him the ſaid *A. B.* ſhall amount in Value to the Sum of 100 *l.* over and beſides ſufficient to pay off and diſcharge the ſaid Mortgage for 200 *l.* and Intereſt, which bears Date, *&c.* and was made between him the ſaid *A. B.* of the one Part, and *E. F.* of, *&c.* of the other Part; and as ſoon as he the ſaid *A. B.* ſhall have received ſufficient to ſuch Portion or Fortune, he the ſaid *A. B.* ſhall and will apply the ſame to the Payment and Satisfaction of the ſaid Mortgage Money and Intereſt, and thereupon convey or cauſe to be conveyed, and ſurrender or cauſe to be ſurrendered unto and to the Uſe of the ſaid *C. D.* his Heirs and Aſſigns, the ſeveral Freehold and Copyhold Premiſſes in the ſaid Mortgage, and herein after mentioned, that is to ſay, *All* that Freehold Meſſuage, *&c.* and all thoſe ten Acres by Eſtimation, be the ſame more or leſs, of Arable Land with the Appurtenances, being Copyhold of Inheritance, lying, *&c.* *Which* Conveyance and Surrender ſo to be made, it is hereby agreed by and between the ſaid Parties to theſe Preſents, ſhall be by the ſaid Parties declared to be *in Truſt* that he the ſaid *C. D.* his Heirs and Aſſigns do and ſhall from Time to Time pay and apply, or permit to be taken and received, the Rents, Iſſues and Profits thereof to and to the Uſe of the ſaid *A. B.* and his Aſſigns, for and during the Term of his natural Life; *And* from and after his Deceaſe, to and to the Uſe of or by the ſaid *J.* if ſhe ſhall happen to ſurvive the ſaid *A. B.* for and during the Term of her natural Life, for and in Lieu, Recompence, Bar and Satisfaction of all Dower and Thirds which ſhe the ſaid *J.* may or can claim by the Common Law of *England*, or otherwiſe howſoever, of or in all or any other the real Eſtate of the ſaid *A. B.* *And* from and after the Deceaſe of the Survivor of them the ſaid *A. B.* and *J.* his Wife, *Then* to and to the Uſe of or by ſuch Perſon and Perſons as the ſaid *A. B.* and *J.* his Wife ſhall by Writing under their Hands and Seals, atteſted by two or more credible Witneſſes, direct, limit or appoint; *And* for Default of ſuch Direction, Limitation or Appointment, to and to the Uſe of or by the Child or Children (if more than one, Share and Share alike) of the Body of the ſaid *A. B.* on the Body of the ſaid *J.* begotten or to be begotten, and who ſhall be living at the Time of the Deceaſe of the Survivor of them the ſaid *A. B.* and *J.* his Wife, and his, her or their reſpective Heirs and Aſſigns; *And* for Default of ſuch Iſſue, *Then* to and to the Uſe of or by the Heirs and Aſſigns of the ſaid *A. B.* for ever: *And* it is hereby further agreed by and between the ſaid Parties to theſe Preſents, that in ſuch Declaration of the Truſt to be made in Purſuance of theſe Preſents, a Proviſo or Proviſoes ſhall be contained for Liberty to the ſaid *C. D.* his Heirs and Aſſigns, with the Conſent of the Perſon or Perſons for the Time being intitled to the Rents and Profits of the ſaid Freehold and Copyhold Premiſſes,

miſſes, to make a Leaſe or Leaſes thereof, or of any Part or Parts thereof, ſo far as is or ſhall be conſiſtent with the Cuſtoms of the Manors of which the ſaid Copyhold Premiſſes are holden, for any Term not exceeding twenty-one Years, at the beſt and moſt improved yearly Rent that can be gotten for the ſame, and under ſuch other Limitations and Reſtrictions as by the Parties to theſe Preſents ſhall be thought proper to be inſerted in ſuch Declaration of Truſt relating thereto; *And* that the ſaid *C. D.* his Heirs and Aſſigns ſhall in the firſt Place from Time to Time deduct and retain to him and themſelves out of the Profits of the ſaid Premiſſes all his and their reaſonable Coſts, Charges and Expences by Reaſon or on Account of the ſaid Truſt; *And* that he the ſaid *C. D.* his Heirs or Aſſigns, ſhall not be anſwerable or accountable for any more Monies than ſhall actually come to his or their Hands, or for any Loſs that ſhall happen otherwiſe than through his or their wilful Default. *In Witneſs*, &c.

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## *Articles of Separation; the Husband agrees to convey an Eſtate of the yearly Value of* 500 l. *to Truſtees for ninety-nine Years, if the Husband and Wife ſhall ſo long live, in Truſt for ſecuring an Annuity of* 300 l. *for the ſeparate Uſe and Maintenance of the Wife, and alſo to deliver to Truſtees Jewels, Plate, Houſhold Goods*, &c. *for the ſole Uſe of the Wife.*

*Articles* of *Agreement Tripartite* indented, *&c.* between *A. B.* of, *&c.* of the firſt Part, and *M.* the Wife of the ſaid *A. B.* of the ſecond Part, and *C. D.* of, *&c.* and *E. F.* of, *&c.* of the third Part.

W*Hereas* the ſaid *A. B.* and *M.* his Wife have agreed to live ſeparate and apart; and the ſaid *A. B.* hath agreed to grant and convey unto the ſaid *C. D.* and *E. F.* ſuch Part of his the ſaid *A. B.*'s Eſtate in Fee in the County of *S.* as is free from Incumbrances, of the yearly Value of at leaſt 500 *l.* for the Term of ninety-nine Years, if the ſaid *A. B.* and *M.* his Wife ſhall both ſo long live, *Upon Truſt* effectually to raiſe and

Recital that the Huſband and Wife have agreed to live ſeparate; and that the Huſband hath agreed to convey to Truſtees ſuch Part of his Eſtate as is free from Incumbrances, of the yearly Value of 500 l. for ninety-nine Years, if the Huſband and Wife ſo long live, upon Truſt to ſecure an Annuity of 300 l. for the ſeparate Uſe of the Wife.

ſecure the Payment of one Annuity or yearly Sum of 300 *l.* clear of all Taxes and other Reprizes, and to commence from *Chriſtmas-Day* now laſt paſt, *And* to pay and apply the ſame to the ſole, ſeparate and peculiar Uſe of the ſaid *M. B.* and for her Support and Maintenance, (excluſive of her ſaid Huſband, who is to have no Power to receive, diſpoſe of or incumber the ſame) for and during the joint Lives of the ſaid *A. B.* and *M.* his Wife; *And* the ſaid *A. B.* hath alſo agreed to aſſign and deliver to the ſaid *C. D.* and *E. F.* ſuch Part of his Jewels, Plate, Houſhold Goods and Furniture, and other Things as are ſpecified in a Schedule or Inventory taken for that Purpoſe and hereunder written, to and for the abſolute ſeparate Uſe of the ſaid *M.* *And* that ſhe ſhall and may live and cohabit where ſhe pleaſes, without being ſubject to the Reſtraint or Authority of her ſaid Huſband, and as fully to all Intents and Purpoſes as if ſhe was ſole and unmarried: *And whereas* the ſaid *M.* hath agreed to accept of the ſaid Terms aforeſaid: *Now theſe Preſents witneſs*, that the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators doth covenant, promiſe and grant to and with the ſaid *C. D.* and *E. F.* and either of them, their and either of their Executors and Adminiſtrators, that he the ſaid *A. B.* ſhall and will at his own Coſt and Charge, but at the Requeſt of the ſaid *C. D.* and *E. F.* or either of them, with all convenient Speed, do, make, levy, ſuffer and execute all ſuch Deeds and Aſſurances, be it by Matter of Record or otherwiſe as their Counſel ſhall adviſe or require, for ſettling and aſſuring the Lands and Eſtate of the ſaid *A. B.* of the yearly Value of 500 *l.* free from Incumbrances, unto the ſaid *C. D.* and *E. F.* and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, for the Term of ninety-nine Years, if both the ſaid *A. B.* and *M.* his Wife ſhall ſo long live, *in Truſt* for ſecuring the Payment of the ſaid Annuity or yearly Rent-Charge of 300 *l.* free and clear of all Deductions for Taxes or other Reprizes, for the ſeparate, perſonal and peculiar Uſe of the ſaid *M.* (excluſive of the Diſpoſition, Controul, Management, Intermeddling, Debts and Incumbrances of her ſaid Huſband) as aforeſaid; *And* which Annuity ſhall be made payable half-yearly, *viz.* at *Midſummer-Day* and *Chriſtmas-Day* in every Year unto the ſaid *M.* and upon her own Receipts, which ſhall be good for the ſame for and during the joint Lives of the ſaid *A. B.* and *M.* his Wife as before mentioned; the firſt Payment thereof to begin and be made on

That the Huſband hath agreed to aſſign and deliver to Truſtees Jewels, Plate, &c. for the ſeparate Uſe of the Wife, and that ſhe ſhall live where ſhe pleaſes.

That the Wife hath agreed to accept of the ſaid Terms.

The Huſband covenants to make Deeds, &c. for ſettling Lands of the yearly Value of 500 l. to Truſtees for ninety-nine Years, if he and his Wife ſo long live, in Truſt for ſecuring the Payment of the ſaid Annuity;

which is to be payable at Midſummer-Day and Chriſtmas-Day, ſubject to the Indemnification of the Huſband from all Debts that the Wife ſhall contract.

*Midſummer-Day* now next enſuing, *ſubject nevertheleſs* to the Indemnification of the ſaid *A. B.* from all or any Debt or Debts that ſhe the ſaid *M.* ſhall or may contract from the Day of the Date of theſe Preſents, in Caſe the ſaid *A. B.* ſhall or may be affected or incumbered by or with any ſuch Debt or Debts; *And* as for and concerning the Overplus of the Rents and Profits of the ſaid Eſtate ſo agreed to be ſettled, (after Payment of the ſaid Annuity and of Taxes, and other Outgoings and Reprizes, and the ſaid Truſtees Coſts and Charges) the ſame is to be in Truſt for the ſaid *A. B.* *And alſo* that the ſaid *A. B.* ſhall convey or aſſign, and deliver to the ſaid Truſtees ſuch Jewels, Plate, Houſhold Goods, Furniture and other Things ſo inventoried as aforeſaid, to be for the abſolute, ſole and ſeparate Uſe of the ſaid *M. B.* ſo as that ſhe may hold and enjoy the ſame accordingly; *And* alſo enter into all ſuch Covenants, Grants and Agreements as the ſaid Truſtees or their Counſel ſhall adviſe for carrying theſe Articles into a ſpecifick Execution, and for making the aforeſaid Agreement for the Proviſion intended on ſuch Separation, valid and effectual in Law and Equity, according to the true Intent and Meaning of theſe Preſents; and for ſubjecting ſufficient of other Part of the Eſtate of the ſaid *A. B.* to the Diſcharge of whatever Incumbrances or Demands may be found to affect the Eſtate to be conveyed for the Purpoſes aforeſaid, in Caſe any ſuch ſhall appear, and for making good any Deficiency that may happen of the ſaid 300 *l.* a Year clear as aforeſaid; *And* in Caſe the ſaid *A. B.* and *M.* his Wife ſhall not immediately put in Execution their ſaid Agreement to live ſeparate, yet nevertheleſs theſe Articles are to be binding whenſoever they ſhall ſo do, which ſhall be determined by their living ſeparate and apart for one Week, and Notice in Writing given by either of them to either of the ſaid Truſtees of his or her Intention to live ſeparate from the other, *And* thereby ſhall be underſtood their having put in Execution their mutual Agreement to live ſeparate and apart; *And* in that Caſe the ſaid 300 *l. per Annum* is to commence from the *Chriſtmas-Day* or *Midſummer-Day* next before; *And* the firſt half-yearly Payment thereof is to be made upon the *Midſummer-Day* or *Chriſtmas-Day* next after ſuch future Separation. *In Witneſs*, &c.

The Overplus of the Rents of the Eſtate (after Payment of the Annuity and Taxes, &c.) is to be in Truſt for the Huſband.

To aſſign and deliver to Truſtees Jewels, Plate, &c.

To enter into ſuch Covenants as Counſel ſhall adviſe for carrying theſe Articles into Execution.

And for ſubjecting other Part of the Eſtate of the Huſband to diſcharge what Incumbrances may be found to affect the ſame.

If the Huſband and Wife ſhall not immediately put in Execution their ſaid Agreement to live ſeparate, theſe Articles are to be binding, when they do, which is to be determined by their living ſeparate one Week, and Notice in Writing given by either of them to either of the Truſtees of his or her Intention to live ſeparate. In that Caſe the 300 l. per Annum is to commence from the Chriſtmas or Midſummer-Day next before, &c.

## *A Deed whereby a Huſband and Wife agree to live ſeparate, and the Huſband aſſigns Goods,* &c. *for the ſeparate Uſe of the Wife.*

THIS *Indenture Tripartite* made, *&c.* between *A.B.* of, *&c.* of the firſt Part, *M.B.* Wife of the ſaid *A.B.* of the ſecond Part, and *C.D.* of, *&c.* of the third Part. *Whereas* the ſaid *A.B.* and *M.* his Wife did in or about the Year of our Lord, *&c.* agree thenceforward to live ſeparate and apart from each other, and accordingly have ever ſince lived and ſtill do live ſeparate and apart from each other, and are determined ſo to do during their joint Lives: *And whereas* the ſaid *A.B.* did about —— Years ſince authorize the ſaid *M.* his Wife to receive, and ſhe or ſome other Perſon for her did accordingly receive, by an Order belonging to the ſaid *A.B.* upon Army Debentures, the principal Sum of 400 *l.* or thereabouts, excluſive of Intereſt: *And whereas* the ſaid *A.B.* hath not ſince the Separation of him and his ſaid Wife made any other Proviſion for her Maintenance, or been at any Charge or Expence for her or on her Account: *And whereas* the ſaid *A.B.* hath applied or cauſed an Application to be made unto the ſaid *M.* his Wife, to have the ſaid principal Sum of 400 *l.* returned unto him to ſupply his preſent Occaſions, which ſhe hath this Day paid or cauſed to be paid unto him accordingly: *And whereas* the ſaid *M.B.* hath retained in her Cuſtody, and is intitled unto, excluſive of the ſaid 400 *l.* Money, Goods, Chattels and Effects of a conſiderable Value, which the ſaid *A.B.* hath agreed ſhall be for her own Uſe and at her own Diſpoſal by Will or otherwiſe, notwithſtanding her Coverture, together alſo with all Sum and Sums of Money, and other Effects which ſhe may happen to acquire or be poſſeſſed of during her ſaid Coverture with the ſaid *A.B. And whereas* it hath been again this Day agreed by and between the ſaid *A.B.* and *M.* his Wife, that they ſhall live ſeparate the remaining Part of their Lives: *Now this Indenture witneſſeth*, that for and in Conſideration of the ſaid Sum of 400 *l.* of good and lawful Money of *Great Britain* ſo repaid to the ſaid *A.B.* by the ſaid *M.* his Wife, at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *A.B.* doth hereby acknowledge, and thereof and therefrom, and of and from every Part and Parcel

Recital of the Huſband and Wife's Agreement to live ſeparate.

Of the Wife's receiving 400 l.

That the Huſband hath not made any other Proviſion for her.

That the Huſband hath applied to his Wife to have the 400 l. returned to him, which ſhe hath paid him accordingly.

That the Wife hath retained in her Cuſtody, and is intitled unto (excluſive of the 400 l.) Money, Goods, &c. which her Huſband hath agreed ſhall be for her Uſe, and at her Diſpoſal by Will, &c.

That the Huſband and Wife have agreed to live ſeparate the remaining Part of their Lives.

thereof doth acquit, releaſe and diſcharge the ſaid *M.* her Executors, Adminiſtrators and Aſſigns and every of them for ever by theſe Preſents; *And* to the Intent that the ſaid *M.* may at all Times hereafter freely live ſeparate and apart from her ſaid Huſband, where and in ſuch Manner as ſhe ſhall think fit; *And* that ſhe, and ſuch ſeparate Eſtate and Effects, as ſhe now hath or may hereafter have or become intitled unto, may at all Times hereafter be free from the Controul, Reſtraint or Interpoſition of her ſaid Huſband; *And* alſo for and in Conſideration of the Sum of 5 *s.* of like lawful Money as aforeſaid unto the ſaid *A. B.* in Hand paid by the ſaid *C. D.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby alſo acknowledged, he the ſaid *A. B. Hath* bargained, ſold, aſſigned and ſet over, and by theſe Preſents *Doth* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *C. D.* *All* the Goods, Chattels, Effects, Money and ſeparate Eſtate of what Nature or Kind ſoever, which the ſaid *M.* now hath or enjoys, or which ſhe or any Perſon or Perſons by her Permiſſion is poſſeſſed of, or which the ſaid *M.* or any Perſon or Perſons in Truſt for her now is, or at any Time during her ſaid Coverture ſhall or may happen to be poſſeſſed of or intitled unto in Law or Equity; And all the Benefit of all Securities at any Time heretofore made or given to her, or to any Perſon or Perſons in Truſt for her for the ſame; *To have and to hold* all the ſaid Effects, Money and ſeparate Eſtate hereby aſſigned, or mentioned or intended ſo to be, unto the ſaid *C. D.* his Executors and Adminiſtrators, *in Truſt* to and for the only proper and ſeparate Uſe and Benefit of the ſaid *M.* her Executors and Adminiſtrators, excluſive of him the ſaid *A. B.* and free from his Controul, Reſtraint, Interpoſition, Debts, Engagements and Incumbrances, as fully and effectually to all Intents and Purpoſes as if ſhe the ſaid *M.* was ſole and unmarried; *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents in Manner following, that is to ſay, That all and every Sum and Sums of Money, Goods, Chattels and Eſtates whatſoever, which the ſaid *M.* or any Perſon or Perſons for her Uſe, or in Truſt for her, is or are now poſſeſſed of or intitled unto; and all and every Sum and Sums of Money, Goods, Chattels, Effects and Eſtate whatſoever that ſhall or may at any Time or Times hereafter be given or bequeathed to or acquired by the ſaid *M.* ſhall be, remain and

Aſſignment of the Goods, &c.

Habendum in Truſt for the ſeparate Uſe and Benefit of the Wife.

Huſband covenants that all Money, &c. which his Wife, or any Perſon in Truſt for her, is now poſſeſſed of, or which ſhall hereafter be given to or acquired by her, ſhall be for her ſeparate Uſe.

continue to and for the ſole and ſeparate Uſe and Benefit of the ſaid *M.* excluſive of him the ſaid *A.B.* as if ſhe was ſole and unmarried; *And* that for and notwithſtanding any Act, Matter or Thing done, or hereafter to be done, or permitted or ſuffered to be done to the contrary thereof by him the ſaid *A.B.* ſhe the ſaid *M.* ſhall have the full and abſolute Power to have, hold, receive, perceive, enjoy, manage, order, transfer, give, alien, ſell, lay out, diſpoſe of and appoint the ſame; and all the Intereſt, Dividends, Proceed, Increaſe and Improvements thereof, and of every Part thereof, at her own free Will and Pleaſure, without the Let, Hindering, Intermeddling, Denial, Diſturbance, Controul, Claim or Demand, or having the ſame ſubject or liable unto the ſaid *A.B.* or to his Debts or Incumbrances: *And further*, that it ſhall and may be lawful to and for the ſaid *M.* by her laſt Will and Teſtament to give and diſpoſe of all ſuch ſeparate Eſtate as aforeſaid unto ſuch Perſon or Perſons as ſhe ſhall think fit notwithſtanding her Coverture; *And* that he the ſaid *A.B.* his Heirs, Executors and Adminiſtrators ſhall and will permit and ſuffer the ſame to be held and enjoyed accordingly, *And* at the Requeſt and Coſts of any Perſon or Perſons whom it ſhall or may concern, do any reaſonable Act or Acts for the ratifying and confirming ſuch laſt Will and Teſtament, and all and every the Bequeſts and Diſpoſitions thereby made; *And* the ſaid *A.B.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators further covenant, promiſe and agree to and with the ſaid *C.D.* his Executors and Adminiſtrators, that the ſaid *M.* ſhall and may from Time to Time, and at all Times hereafter, during the joint Lives of them the ſaid *A.B.* and the ſaid *M.* his Wife, be at Liberty to live ſeparate and apart from him the ſaid *A.B.* in ſuch Place or Places, and in ſuch Manner, as ſhe the ſaid *M.* ſhall think fit; and ſhall have full and free Liberty to go, come, paſs and repaſs to and from all and every Place and Places whereſoever ſhe ſhall think fit to go, be or reſide, without any Let, Hinderance, Moleſtation, Interruption or Diſturbance of, by or from him the ſaid *A.B.* or by his Means or Procurement in any wiſe howſoever; *And* that he the ſaid *A.B.* ſhall not, nor will at any Time or Times hereafter force or compel, nor do or cauſe or procure to be done any Act, Matter or Thing whatſoever, whereby to force or compel the ſaid *M.* his Wife to live or cohabit with him, nor bring, ſue or proſecute, nor cauſe or procure to be brought, ſued or proſecuted, any Action or Suit at Law or in Equity, or in any Eccleſiaſtical Court, in order

And that notwithſtanding any Act done or to be done by him, his Wife ſhall have the ſame and all Intereſt thereof at her own Will without his Controul, &c.

The Wife by Will to give her ſeparate Eſtate to ſuch Perſons as ſhe ſhall think fit.

And the Huſband to ſuffer the ſame to be enjoyed accordingly.

And at Requeſt to do any Act for confirming his Wife's Will.

Huſband covenants that his Wife ſhall be at Liberty to live ſeparate, &c.

Not to force his Wife to live with him, or bring any Suit in order to compel his Wife to live with him, or againſt her Truſtee for entertaining her.

order to compel the ſaid *M.* his Wife to live or cohabit with him, or againſt the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons whatſoever, for or by Reaſon or on Account of his, her or their Receiving, Entertaining or Detaining the ſaid *M.* nor ſhall or will in any wiſe hereafter moleſt or trouble her the ſaid *M.* or cauſe or procure her ſo to be, on Account of her not cohabiting with him the ſaid *A. B.* or of her living or cohabiting with any other Perſon or Perſons in any other Place, or on any other Account, or for any Cauſe or Pretext whatſoever; *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators doth further covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *A. B.* ſhall not, nor will permit or ſuffer his Name to be made uſe of in any Action or Actions, Suit or Suits to be brought or proſecuted againſt the ſaid *C. D.* or any other Perſon or Perſons whatſoever, with whom the ſaid *M.* doth, may or ſhall live or cohabit, for or on Account of his or their living, reſiding or cohabiting with the ſaid *M. B.* or for permitting the ſaid *M. B.* to live, reſide or cohabit with him the ſaid *C. D.* or any ſuch other Perſon or Perſons; *And* that he the ſaid *A. B.* his Executors and Adminiſtrators ſhall and will, when and as often as he or they ſhall be thereunto required, acquit, releaſe and diſcharge the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and ſuch other Perſon and Perſons, of and from all ſuch Action and Actions, Cauſe and Cauſes of Action, Suit and Suits which ſhall be ſo brought and proſecuted againſt him or them, touching all or any the Matters aforeſaid: *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and every of them, that the ſaid ſeparate Eſtate and Effects of the ſaid *M.* ſo as aforeſaid ſecured and agreed to be for her ſeparate Uſe, ſhall in the firſt Place be liable and ſubject to the indemnifying of the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, and his and their Lands, Tenements, Goods and Chattels of, from and againſt all and all Manner of Debt and Debts whatſoever, which the ſaid *M.* hath at any Time contracted ſince her firſt Separation from her ſaid Huſband, or which ſhe ſhall at any Time or Times hereafter contract with any Perſon or Perſons whatſoever, for her Maintenance, Lodging, Cloaths, or otherwiſe howſoever, and of, from and againſt all and all Manner of Action and Actions, Suits, Coſts, Charges, Damages and Expences whatſoever, which ſhall or may be commenced

Huſband covenants that he will not permit his Name to be made Uſe of in any Action, &c. to be brought againſt the Truſtee, or any Perſon with whom his Wife ſhall live, &c.

Huſband covenants that he will, as often as required, releaſe the Truſtee, &c. from all Actions which ſhall be brought againſt him touching the ſaid Matters.

Proviſo that the ſeparate Eſtate of the Wife ſhall in the firſt Place be liable to the indemnifying the Huſband from the Debts which the Wife hath or ſhall contract, &c.

menced or brought againſt him the ſaid *A. B.* his Executors or Adminiſtrators, or which he or they, or any of them ſhall or may at any Time or Times hereafter ſuffer, ſuſtain, pay, bear, expend or be put unto, for or by Reaſon or Means, or on Account of any ſuch Debt or Debts. *In Witneſs*, &c.

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## *Articles of Copartnerſhip, to carry on the Trade of a Hair-Merchant.*

*Articles* of *Agreement* indented, *&c.* between *A. B.* of, *&c.* Hair-Merchant, of the one Part, and *C. D.* of, *&c.* for and on the Behalf of *E.* his Wife, as alſo the ſaid *E. D.* of the other Part.

IMprimis, It is hereby mutually agreed by and between the ſaid *A. B.* and the ſaid *C. D.* for and on the Behalf of the ſaid *E. D.* and by and with her Conſent and Approbation (teſtified by her being made a Party to and Signing and Sealing of theſe Preſents) that they the ſaid *A. B.* and *E. D.* ſhall immediately become, and from henceforth for the Term of——Years continue joint Traders and Co-partners in the Art, Trade or Myſtery of curling, ſtaining and preparing for Sale, Hair of ſuch Kinds or Natures, as the ſaid *A. B.* hath hitherto uſually dealt in, and as they the ſaid Co-partners ſhall hereafter think fit to deal in, and in all Things incident and belonging thereto; as alſo in the buying in, ſelling out, uttering, vending and retailing the ſame. *Item,* That the Sum of 100 *l.* of good and lawful Money of *Great Britain*, by and on the Part of the ſaid Co-partners in equal Proportions provided, and this Day put into a Box, whereto are two diſtinct and different Locks, with Keys thereto, and which Box is to be called the Caſh-box in Trade, ſhall be deemed and underſtood to have been ſo provided as a joint Stock for carrying on the ſaid Co-partnerſhip Trade. *Item,* That the ſaid Sum of 100 *l.* as alſo all Monies hereafter to be received and taken by the ſaid Co-partners, or either of them, in or on Account of the ſaid joint Trade, ſhall be from Time to Time uſed, laid out and employed by the ſaid Co-partners, or one of them, with the Conſent and Approbation of the other of them, for the equal Benefit and Advantage of them both, in and in Relation to and for the

Management and carrying on of the ſaid joint Trade and Copartnerſhip, dealing according to the beſt of their Skill and Judgment. *Item*, That all Monies and Securities for Monies hereafter to be received and taken by the ſaid Copartners, or either of them, in or on Account of the ſaid joint Trade, ſhall be from Time to Time, immediately after receiving or taking thereof, put into the ſaid Caſh-box in Trade; and that ſuch Box ſhall be conſtantly kept in the Cuſtody of the ſaid *E. D.* but that each of the ſaid Co-partners ſhall have and keep one of the two Keys thereto, ſo that no Monies or Securities may be any Time taken out of the ſame, without the Privity and Conſent of both the ſaid Co-partners. *Item*, That no Security ſhall be taken, or Truſt or Credit given for Money or Goods, nor any Debt contracted in or on Account of the ſaid joint Trade by either of the ſaid Co-partners, without the Conſent of the other of them. *Item*, That all Securities for Money or Goods to be taken with the joint Conſent of both the ſaid Co-partners, ſhall be taken in the ſingle Name of the ſaid *A. B.* who ſhall immediately enter the ſame, with the Deſcriptions and Particulars thereof in a Book to be kept for and in relation to the ſaid joint Trade, and that the ſame are taken for the mutual Benefit of both the ſaid Co-partners. *Item*, That in ſuch Book ſhall be entred from Time to Time, and as ſoon as conveniently may be, a true Account of all Monies and Securities from Time to Time put into and taken out of the ſaid Caſh-box in Trade, and of all Receipts and Payments in or on Account of the ſaid joint Trade, and when and by whom, and how and from whom, and for what raiſed or received; and when and by whom, and for what Purpoſe, and to whom, and for what taken out or paid; as alſo a like true Account of all Bargains and Tranſactions or Dealings by way of buying in and ſelling out, in and in Relation to the ſaid joint Trade, with the Times when, and Perſons Names with whom made or had, and the Kinds, Quantities and Qualities of the Goods, and agreed Prices thereof, with other the Particulars neceſſary to deſcribe the ſame intelligibly. *Item*, That for the Purpoſes and making ſuch Entries as aforeſaid, a Book ſhall be provided and paid for out of the ſaid Joint or Co-partnerſhip Stock, and ſhall from Time to Time be kept in ſome convenient Place in the Houſe where the ſaid joint Trade ſhall be carried on, ſo as that both the ſaid Co-partners may at their Wills and Pleaſures at all Times have free Acceſs thereto to peruſe and examine the ſame, and copy therefrom as they ſhall ſee fit. *Item*, That no Contract or Bargain, either for Purchaſe or Sale of any Goods ſhall be made at any Time by either of the ſaid Co-partners, without the Privity and Conſent of the other of them. *Item*, That all Houſe-rent of the Houſe wherein the ſaid Trade ſhall be carried on, and all Taxes and other incident Charges for and in Relation to the carrying on the ſaid Co-partnerſhip Trade, ſhall be from Time to Time paid and defrayed out of the ſaid Joint or Co-partnerſhip Stock. *Item*, That the Accounts of and relative to the ſaid Co-partnerſhip Dealings, ſo far as concern the ſaid Copartners only to ſettle and adjuſt, ſhall be ſettled and adjuſted between them once in every Month at leaſt; for which Purpoſe the Aſſent thereto in Writing of the ſaid *E. D.* is to be deemed good and valid. *Item*, That when the Caſh in Stock ſhall exceed 100 *l.* each of the ſaid Co-partners may take thereout an equal Share of the Surplus thereof, or of ſo much thereof as either of them ſhall deſire to have, to his and her own proper Uſe. *Item*, That neither of the ſaid Co-partners ſhall, within the Time aforeſaid, carry on any private Trade or Dealing in the ſaid Art, Trade or Myſtery, or any other Art, Trade or Myſtery, ſeparate or diſtinct from the ſaid Co-partnerſhip Trade hereby agreed upon, ſave and except the ſaid *A. B.* is to be at Liberty, ſeparate from the ſaid joint Trade, yearly to work and make up for his own ſole proper Uſe and Benefit, and ſo to ſell or otherwiſe, as he ſhall think fit to diſpoſe of any Number of any Perukes, whether Tye or Bob, not exceeding the Number of —— in the whole, in any one Year, upon Condition the ſame are worked and made up in a diſtinct and different Place from the Houſe wherein the ſaid joint Trade ſhall be carried on; and that the Materials and Workmanſhip for and of the ſame be provided at the ſole and only proper Expence of him the ſaid *A. B.* *Item*, That at the Expiration of the Co-partnerſhip hereby agreed upon, or other ſooner Determination thereof, or upon the Death of either of the ſaid Co-partners, within the Time of the Continuance thereof, a juſt Account and Valuation ſhall be taken and made of all the Co-partnerſhip Monies, Securities, Credits, Goods, Stock and Effects, including therein the Implements and Materials of and for the ſaid joint Trade, and which ſhall have been uſed therein; and after providing for a Satisfaction thereout of all ſuch juſt Debts duly contracted by the ſaid Co-partners, or in their ſaid joint Trade, as ſhall be then ſubſiſting, of which Debts a juſt Account ſhall alſo be taken, the Surplus thereof ſhall be equally divided between the ſaid Co-partners, or the ſurviving Co-partner, and the Executors or Adminiſtrators of the then deceaſed Co-partner, ſo as that no Benefit or Advantage may be had or taken by either of the ſaid Co-partners, by or by Means of Survivorſhip.

*Item*, The ſaid *A. B.* doth hereby promiſe and agree to and with the ſaid *C. D.* for and on the Behalf of the ſaid *E. D.* that during all the Time hereby agreed upon for the ſaid Co-partnerſhip, he the ſaid *A. B.* will from Time to Time do his utmoſt, according to the beſt of his Skill and Judgment, to advance, improve, promote and encourage the ſaid joint Trade, and the Profit thereof, for the Benefit of his ſaid Co-partner as well as himſelf; and to the beſt of his Ability diſcover and make known to the ſaid *E. D.* and teach and inſtruct her in the ſaid Art, Trade and Myſtery, and in all Things pertaining thereto; and that he the ſaid *A. B.* will not become Bail or Surety by Bill, Bond, Note or otherwiſe, for any Perſon or Perſons whatſoever. *Item*, The ſaid *C. D.* for and on the Behalf of the ſaid *E.* his Wife, doth hereby promiſe and agree to and with the ſaid *A. B.* that the Sum of 4 *l.* of good and lawful Money of *Great Britain*, over and beſides, and excluſive of the Co-partnerſhip Stock in Caſh ſhall be forthwith provided by or on the Part and Behalf of the ſaid *E. D.* to be laid out in the Purchaſe or Procuring of ſuch Implements and Neceſſaries for the joint Trade as the ſaid *A. B.* ſhall judge to be wanting and convenient, which ſaid Sum of 4 *l.* is to be deemed and taken to be a Contribution by and on the Part of the ſaid *E. D.* to anſwer the Value of the Implements and Neceſſaries, which precedent to theſe Articles were the ſole Property of, or had been provided by, or at the ſole Charge of the ſaid *A. B.* and which are henceforth to be appropriated to the Uſe of the ſaid joint Trade, each of the ſaid Co-partners being henceforth to be deemed to be jointly intereſted with the other in all Implements and Neceſſaries to be uſed in the ſaid joint Trade; *And* that in Conſideration of the working Part the ſaid *A. B.* is expected to perform in the ſaid joint Trade, and to anſwer the ſame, one Work-man or Work-woman in the ſaid Trade, ſhall from Time to Time be provided and kept by or on the Part, and at the ſole and only proper Charge and Expence of the *E. D.* to work in the ſaid Trade with the ſaid *A. B.* as occaſion ſhall require, and for the joint Benefit of both the ſaid Co-partners; *And* in Conſideration that he the ſaid *A. B.* ſhall ſo diſcover and make known to her the ſaid *E. D.* and teach and inſtruct her in the ſaid Art, Trade and Myſtery as aforeſaid, that in Caſe ſhe the ſaid *E. D.* ſhall, after the Expiration or Determination of the hereby agreed Co-partnerſhip, and during the Life of the ſaid *A. B.* carry on the ſaid Trade for her own ſeparate Uſe or Benefit, or for the Uſe or Benefit of her ſaid Huſband the ſaid *C. D.* or any other (except the ſaid *A. B.*) that he the *C. D.* his Executors or Adminiſtrators ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* (if living) the Sum of 50 *l.* of good and lawful Money of *Great Britain*, within the Space of one Month next after her Beginning ſo to carry on and carrying on the ſaid Trade.

*Item*, It is hereby mutually agreed by and between the ſaid *A. B.* and the ſaid *C. D.* for and on the Behalf of the ſaid *E. D.* that if either of the ſaid Co-partners ſhall advance or lend to the ſaid joint Stock or joint Trade any Sum or Sums of Money, he or ſhe ſo advancing or lending the ſame, ſhall have and be allowed Intereſt for what he or ſhe ſhall ſo advance or lend, at and after the Rate of 5 *l. per Centum per Annum*; *And* the Whole of the joint Stock and Effects ſhall in the firſt Place be ſubject and liable to the Payment of the Principal Money ſo advanced or lent as aforeſaid, with ſuch Intereſt for the ſame as aforeſaid, at the Expiration of the Time for which the ſame ſhall have been ſo advanced or lent as aforeſaid; for the aſcertaining whereof, ſuch Advance or Loan, with the Sum, Time when, and for which and by whom advanced or lent, ſhall be fairly entred in the Book to be kept for and in relation to the ſaid joint Trade, and ſuch Entry ſigned by the other of the ſaid Co-partners. *Item*, That if any Difference, Diſpute or Controverſy ſhall happen or ariſe between the ſaid Co-partners, then and in ſuch Caſe, the ſaid *A. B.* and the ſaid *C. D.* for and in the Behalf of the ſaid *E. D.* ſhall, within ten Days next after the ſame ſhall have happened or ariſen, enter into a Bond to each other in 100 *l.* Penalty, or each of them ſhall do all on his Part neceſſary in order thereto for ſubmitting the Matter or Matters in Difference to the Determination of two Perſons or Arbitrators, the one to be named by the ſaid *A. B.* and the other by the ſaid *C. D.* on the Part of the ſaid *E. D.* and in Default of the ſaid Arbitrators determining the ſame, then to the Determination of ſuch third Perſon as ſuch Arbitrators ſhall nominate as Umpire; ſuch Determination to be made in Writing, and by the ſaid Arbitrators, within fourteen Days after the Date of the ſaid Bonds, and by the ſaid Umpire within ſeven Days after Appointment or Nomination of him;

which Determination, either of the ſaid Arbitrators or Umpire, ſhall be binding, and concluſive, as well to the ſaid *E. D.* as to the ſaid *A. B.* *And laſtly*, the ſaid *A. B.* doth hereby promiſe and agree to and with the ſaid *C. D.* for and on the Behalf of the ſaid *E. D.* that the Co-partnerſhip hereby agreed upon ſhall continue for the Term of three Years longer from the Expiration of the ſaid Term of three Years, to be computed from the Date hereof, and ſo from Time to Time during the joint Lives of them the ſaid *A. B.* and *E. D.* from three Years to three Years, upon the like Terms as are herein before agreed upon, ſave only ſuch Parts of ſuch Terms as are relative to the Commencement only of the hereby agreed Co-partnerſhip, in Caſe and ſo long as ſhe the ſaid *E. D.* ſhall deſire the ſame, and thereof give Notice in Writing to the ſaid *A. B.* ſix Months at leaſt, before the Expiration of the ſaid firſt three Years from the Date thereof, and of every ſucceeding three Years, for which the ſaid Co-partnerſhip ſhall be continued. *In Witneſs*, &c.

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## *A Deed of Co-partnerſhip between two Goldſmiths.*

THIS *Indenture* made, &c. between *A. B.* Citizen and Goldſmith of *London*, of the one Part, and *C. D.* Citizen and Goldſmith of *London*, of the other Part, *Witneſſeth*, That the ſaid Parties to theſe Preſents, for the good Opinion, and upon the ſpecial Truſt and Confidence which each of them hath and repoſeth of and in the other of them, and to the End and Intent that they may, by God's Bleſſing upon their honeſt Endeavours, better and improve their Eſtates, *Have* covenanted, concluded and agreed, and by theſe Preſents *do* covenant, conclude and agree, each of them, to and with the other of them, to be and become, and to remain and continue Co-partners and joint Traders together, in the Art, Trade or Myſtery of a Goldſmith, and in buying, ſelling, doing and performing all Sorts of Goods, Wares, Affairs and Buſineſs thereunto incident and belonging, and ſuch other Goods, Wares, Affairs, Buſineſs and Dealings, as they the ſaid Parties ſhall from Time to Time think fit and agree jointly to trade and deal in, from the Day of the Date of theſe Preſents, until the four

The Parties agree to be Co-partners, &c.

until the 24th of June next, and from thence for five Years (if both Parties ſo long live) with a joint Stock of 1200 l. advanced, by the Parties in equal Moieties.

The Trade to be carried on in a Meſſuage ſituate, &c.

The Parties covenant that each of them will employ himſelf in the Affairs of the joint Trade, &c.

Books of Account to be provided, &c.

four and twentieth Day of *June*, next enſuing the Date hereof; and from thenceforth for and during and unto the full End and Term of five Years from thence next enſuing, and fully to be compleat and ended (if both the ſaid Parties to theſe Preſents ſhall ſo long live), by and with a joint Stock or Sum of 1200 *l.* in Money and Goods advanced, brought in and laid together by and between the ſaid Parties to theſe Preſents, in equal Moieties or half Parts, (that is to ſay) the Sum of 600 *l.* one full and equal Moiety or half Part thereof, by the ſaid *A. B.* and the like Sum of 600 *l.* the other Moiety or half Part thereof, by the ſaid *C. D.* *And* it is hereby covenanted and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid joint Trade ſhall from Time to Time and at all Times, during the ſaid Term of this Co-partnerſhip, be driven, managed and carried on by and between the ſaid Parties, at or in a certain Meſſuage or Tenement, ſituate, lying and being in, *&c.* commonly called or known by the Name or Sign of the —— late in the Occupation of Mr. *B. B.* Father of the ſaid *A. B.* and now in the Occupation of the ſaid Parties to theſe Preſents, or in ſuch other Houſe, Shop or Place as the ſaid Parties ſhall from Time to Time mutually agree to trade and deal in. *And* for the better Management of the ſaid joint Trade, it is mutually covenanted, concluded and agreed by and between the ſaid Parties to theſe Preſents, and each of them, by and for himſelf, his Executors and Adminiſtrators reſpectively, doth covenant and agree to and with the other of them, his Executors and Adminiſtrators, by theſe Preſents, in Manner and Form following, (that is to ſay) That each of them the ſaid Parties ſhall and will, during the Term of this Copartnerſhip, to the beſt and utmoſt of his Skill, Power, Diligence and Induſtry, apply himſelf to and imploy himſelf in the Affairs of the ſaid joint Trade and Dealing to and for the beſt and moſt Benefit and Advantage thereof; and that neither of them the ſaid Parties ſhall or will uſe, exerciſe or imploy himſelf in any other Affairs, Trade or Dealing whatſoever, whereby the ſaid joint Trade hereby agreed upon ſhall or may be in any ways prejudiced, hindred or damnified; and that juſt, neceſſary and true Books of Account and reckonings ſhall be forthwith provided, and ſhall be from Time to Time, during this Co-partnerſhip, uſed and kept by and between the ſaid Parties, of, for and concerning the ſaid joint Stock and Trade, and the Profits, Proceed, Coſts, Charges, Loſſes and Damages that ſhall ariſe, grow or happen for or by Reaſon or

Means thereof, which Book of Account, and all other Books, Bonds, Specialties, Writings, Bills, Notes, Letters and Papers relating to the ſaid joint Trade, ſhall always be laid and kept in ſome convenient Place, whereunto each of the ſaid Parties ſhall and may at all Times freely reſort and come to view, peruſe, copy or examine the ſame, or any of them; *And further*, that as well all Benefit, Gain and Profit by, for or in Reſpect of the ſaid joint Trade accruing or ariſing, as alſo the Rent and Taxes of the ſaid Houſe, with the Charges of the Repairs thereof, and of the Houſe-keeping there, during ſuch Time as the ſaid Parties ſhall remain both ſingle and unmarried; and likewiſe all Servants Wages, Coſts and Charges of ſerving Pariſh and Ward Offices, and all other Coſts, Charges, Loſſes, Damages and Expences happening or accruing for or by Reaſon or Means of the ſaid joint Trade, ſhall from Time to Time and at all Times be had, received, paid, born and ſuſtained by and between the ſaid Parties to theſe Preſents in Co-partnerſhip, in equal Parts, Shares and Proportions, Share and Share alike: *Provided* always, and in Caſe either of them the ſaid Parties ſhall at any Time, during the Continuance of this Copartnerſhip, happen to intermarry with any Perſon, then and in ſuch Caſe it is agreed by and between the ſaid Parties to theſe Preſents, that ſuch Party ſo marrying as aforeſaid, ſhall from the Time of ſuch his ſaid Marriage take upon himſelf the ſaid Houſe and Houſe-keeping, and during the Remainder then to come of the ſaid Term of this Co-partnerſhip, ſhall bear, pay and defray all Coſts and Charges of and for the ſame, together with the Rent, Taxes and Charges of Repairs of and for the ſaid Houſe, and of ſerving Pariſh and Ward Offices, and all other Charges relating to the ſaid Houſe and Houſe-keeping; but in ſuch Caſe ſhall be allowed to take out of the ſaid joint Stock and the Profits thereof, for Rent for the Shop, wherein the ſaid joint Trade is and ſhall be carried on, the yearly Sum of 30 *l.* of lawful Money of *Great Britain*, yearly and every Year (to begin and commence from the Time of ſuch ſaid Marriage) during the Remainder then to come of the ſaid joint Trade and Co-partnerſhip, by four equal quarterly Payments on the four moſt uſual Feaſt-days or Days of Payment of Rent in the Year, by even and equal Portions, and ſo in Proportion, for a leſs Time than a quarter of a Year; And further, that in Caſe of Marriage as aforeſaid, the other of the ſaid Parties then remaining ſingle, ſhall and may, if

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As well all Benefit by the joint Trade ariſing, as alſo the Rent and Charges of Houſe-keeping, during ſuch Time as the Parties remain unmarried, and Servants Wages, &c. ſhall at all Times be had and paid by the Parties in equal Parts.

In Caſe either of the Parties marries, then ſuch Party ſo marrying, ſhall from the Time of his Marriage take upon himſelf the Houſe and Houſe-keeping, and ſhall defray all Charges of the ſame, and all Rent, &c. but ſhall be allowed to take out of the joint Stock, for Rent for the Shop, the yearly Sum of 30 l. quarterly.

In Caſe of Marriage, the other of the ſaid Parties then remaining ſingle, may lodge and board in the Houſe, with the Party ſo marrying.

The Parties to take out of the joint Stock and the Profits thereof weekly 12 s.

Neither of the Parties to become bound, or be bail, &c.

Nor take any Apprentice or other Servant, without the Conſent of the other.

To be true and juſt in all Buyings, Sellings, &c.

he thinks proper ſo to do, continue to lodge and board in a proper Manner in the ſaid Houſe with the Party ſo marrying, upon reaſonable Terms and Conditions; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding: *And* each of the ſaid Parties to theſe Preſents doth hereby for himſelf, his Executors and Adminiſtrators reſpectively, further covenant and agree to and with the other of them, his Executors and Adminiſtrators, that it ſhall and may be lawful to and for each of them the ſaid Parties reſpectively, to take out of the ſaid joint Stock, and the Profits thereof, weekly and every Week, during the Term of this Co-partnerſhip, the Sum of 12 *s.* for defraying each one's reſpective private and particular Charges and Expences; and that neither of them the ſaid Parties ſhall or will, during this Copartnerſhip, withdraw or take out of the ſaid joint Stock or the the Profits thereof any Money, Goods, Wares, Effects or other Matter or Thing whatſoever, other than the weekly and other Allowances herein mentioned; *And* that neither of them the ſaid Parties ſhall or will at any Time or Times, during this Co-partnerſhip, become bound or Security, or any ways oblige or charge himſelf with or for the particular Debt, Duty or Affair of any other Perſon or Perſons whatſoever, nor be Bail or Mainprize for the Forth-coming or Appearance of any Perſon or Perſons, nor do any Act or Thing whatſoever, whereby or by Means whereof any of the Monies, Goods, Wares, Plate or Effects in Co-partnerſhip, ſhall or may be attached, ſeiſed or taken in Execution, in any Manner or Wiſe whatſoever or howſoever; *And* that neither of them the ſaid Parties ſhall or will at any Time or Times, during this Co-partnerſhip, take, hire, bring into or keep in the ſaid joint Trade, or the Affairs or Buſineſs thereof, any Apprentice or Apprentices, or other Servant or Servants whatſoever, without the Conſent of the other of the ſaid Parties; *And* each of the ſaid Parties to theſe Preſents, for himſelf, his Executors and Adminiſtrators reſpectively, doth further covenant, promiſe and agree to and with the other of them, his Executors and Adminiſtrators, that each of them the ſaid Parties ſhall and will, during this Co-partnerſhip, be true and juſt unto the other of them in all Buyings, Sellings, Receipts, Payments, Dealings and Doings, for, touching and concerning the ſaid joint Stock and Trade, and ſhall and will in all Things endeavour to promote the Benefit and Advantage of the ſaid joint Dealing, and upon all extraordinary Occaſions ſhall and will conſult and adviſe with each other, if the ſame can conveniently be done; *And* that all Goods which ſhall be bought and ſold during this Copartnerſhip, ſhall be bought and ſold in the Names of both the ſaid Parties; *And* that all Bonds, Specialties, Writings, Bills, Notes, Bills of Parcels, Letters and Receipts for any Matter or Thing concerning the ſaid joint Trade ſhall be always written, made, taken and given in the Names of both the ſaid Parties, and not otherwiſe; *And* that neither of the ſaid Parties ſhall or will during this Copartnerſhip ſell or deliver upon Credit any Money, Plate, Goods, Wares or Commodities of or belonging to the ſaid joint Stock or Trade to any Perſon or Perſons whatſoever, whom either of the ſaid Parties by Writing under his Hand ſhall have forbidden the other of them to truſt, by Reaſon of any Diſhoneſty or Diſability, or Suſpicion thereof, upon Pain to make good and pay into the ſaid joint Stock the full Worth and Value, in lawful Money of *Great Britain*, of and for all ſuch Money, Plate, Goods, Wares and Commodities as ſhall be ſo ſold or delivered upon the Credit of ſuch Perſon or Perſons ſo forbidden to be truſted as aforeſaid, within ſix Months then next following, in Caſe the Perſon or Perſons buying or receiving the ſame ſhall not within ſuch ſix Months make full Satisfaction for the ſame and every of them; *And* that after ſuch Payment made by the Party giving ſuch Credit as aforeſaid, the ſame Party ſhall and may have and take the ſame Debt or Debts by him ſo anſwered for and ſatisfied as aforeſaid, and the Monies thereby ariſing to and for his own proper Uſe and Benefit; and the other of the ſaid Parties ſhall at his Requeſt and Charge impower and aſſiſt him to recover the ſame: *And further*, that neither of them the ſaid Parties ſhall or will, without the Conſent of the other of them under his Hand firſt had and obtained for that Purpoſe, diſcharge or releaſe any Perſon or Perſons of or from any Debt or Debts due to the ſaid Copartners jointly, unleſs ſuch Debt or Debts ſhall be firſt actually received and brought into Stock, nor ſhall nor will compound or diſcharge for leſs than the whole any Debt or Debts due to the ſaid Parties jointly, without the Conſent of the other of them firſt had for that Purpoſe; *And* each of the ſaid Parties to theſe Preſents for himſelf, his Executors and Adminiſtrators reſpectively, doth further covenant and agree to and with the other of them, his Executors and Adminiſtrators, that each

All Goods bought and ſold ſhall be bought and ſold in the Names of both Parties; and all Bonds, &c. ſhall be taken in the Names of both Parties, and that neither of the Parties ſhall ſell or deliver upon Credit any Money, Plate, &c. of the ſaid Trade to any Perſon whom either of the Parties by Writing under his Hand ſhall have forbidden the other of them to truſt, upon Pain to pay into the joint Stock the Value of ſuch Money, Plate, &c. in ſix Months, in Caſe the Perſon buying or receiving the ſame ſhall not within ſuch ſix Months make Satiſfaction for the ſame; and after ſuch Payment made by the Party giving ſuch Credit, the ſame Party ſhall have the ſame Debt, and the Monies thereby ariſing for his own Uſe, &c. Neither of the Parties ſhall without the Conſent of the other releaſe any Debt, &c. nor compound or diſcharge for leſs than the whole any Debt, &c. without the Conſent of the other.

Accounts to be ſettled on the 24th of December, &c. yearly.

In making ſuch annual Accounts due Reſpect ſhall be had to the Debts owing by other Perſons, and that ſuch of them as ſhall be eſteemed bad ſhall be ſet apart in an Account by themſelves.

Every ſuch Account, after the bad Debts ſhall be ſet apart, ſhall be entred in two Books, that it may appear what the joint Stock ſhall then amount to (beſides the Debts owing by the Parties to other Perſons, and the bad Debts owing upon Account of the joint Dealing) and how much the Share of each of the Parties ſhall then amount to, and the ſame Accounts ſhall be ſigned by both the Parties; and after ſuch Signing made there ſhall be likewiſe entred in both the Books an Account of the bad Debts, which Account ſhall be forthwith ſigned by both the Parties in both the Books, and each of the Parties ſhall have one of the Books.

of them the ſaid Parties reſpectively for his own Part ſhall and will on the 24th Day of *December*, or within one Month next before or after in every Year yearly during this Copartnerſhip, and oftner if the ſaid Parties ſhall think fit, join with the other of the ſaid Parties, and do whatſoever to him belongs or in him lies, to make and ſet down in Writing between the ſaid Parties a full, true, plain, perfect and general Account of, for and concerning the ſaid joint Stock and Trade, and all Caſh, Monies, Plate, Goods, Wares and Commodities thereto belonging, and of, for and concerning all Debts and Sums of Money due and owing to and by the ſaid Parties on Account of their ſaid joint Trade and Dealing, and all other Affairs, Matters and Things of and concerning the ſame that ſhall be proper and neceſſary to be brought into and inſerted in the ſame Account and Accounts, and ſhall fully ſettle, adjuſt and balance the ſame Accounts, and every of them; *And* that in the making and taking of every ſuch annual or other general Account and Accounts, due reſpect and Conſideration ſhall be always had to the Debts owing by other Perſons to the ſaid Parties upon Account of the ſaid joint Dealing; and that ſuch of them as in the Judgment of the ſaid Parties ſhall be eſteemed doubtful, bad or deſperate, ſhall always be ſet apart in a particular Account by themſelves, and ſhall not be intermixed with the other Accounts before mentioned, nor be brought into nor reckoned amongſt the good Debts that ſhall be inſerted, entred or comprized in that or any ſucceeding annual or other general Account, unleſs the Perſon or Perſons owing the ſame ſhall become a Perſon or Perſons of good Ability, and be publickly known ſo to be; *And* that every ſuch Account, upon finiſhing thereof, after the ſaid doubtful, bad or deſperate Debts ſhall be ſo extracted and ſet apart as aforeſaid, ſhall be immediately fairly written and entered in two Books, in ſuch Manner and Form as that thereby it may plainly appear in what Eſtate and Condition the ſaid joint Stock ſhall then be, and what the ſame ſhall then amount unto in clear and good Eſtate (over and beſides the Debts owing by the ſaid Parties to other Perſons, and the doubtful, bad or deſperate Debts owing by other Perſons to the ſaid Parties upon Account of the ſaid joint Dealing) and what and how much the Part and Share of each and either of them the ſaid Parties reſpectively of and in the ſame ſhall then amount unto; *And* that the ſame Accounts ſhall be alſo immediately ſigned and ſubſcribed in both the ſaid Books by both the ſaid Parties; *And* that immediately after ſuch Signing and Subſcription made by the ſaid Parties as aforeſaid there ſhall be likewiſe entered in both the ſaid Books a diſtinct Liſt, Catalogue or Account of the ſaid doubtful, bad or deſperate Debts, which ſaid Liſt, Catalogue or Account ſhall likewiſe be forthwith ſigned and ſubſcribed by both the ſaid Parties in both the ſaid Books, and that thereupon each of the ſaid Parties ſhall and may have, take and keep in his own Cuſtody one of the ſame Books, to the End, Intent and Purpoſe, that if either of the ſaid Parties ſhall then afterwards happen to depart this Life during the ſaid Copartnerſhip, the Executors or Adminiſtrators of ſuch Party deceaſing may readily know and diſcover how much the Part and Share of ſuch Party deceaſing of and in the ſaid joint Stock and the Profits thereof ſhall then amount unto, without entering into any further or other Account or Accounts touching the ſame; and that ſuch annual or other general Account or Accounts, or any of them, ſhall not after the ſame ſhall be ſo entered in ſuch ſaid two Books, and be ſigned and ſubſcribed by both the ſaid Parties in Manner as aforeſaid, be called into Queſtion, unleſs it be upon ſome apparent notorious Error or Miſtake found out and controverted in the Life-time of both the ſaid Parties: *And* it is further agreed by and between the ſaid Parties to theſe Preſents, that in Caſe any Sum or Sums of Money, or other Matter or Thing whatſoever, ſhall be gotten in, recovered or received at any Time or Times in or during the Life-time of both the ſaid Parties, for or by Reaſon or Means of the ſaid doubtful, bad or deſperate Debts, or any of them, that then the ſame and every of them, and every Part thereof, ſhall be always brought, paid and put into the ſaid joint Stock for the equal Benefit of both the ſaid Parties: *And* it is further provided and mutually agreed by and between the ſaid Parties to theſe Preſents, for themſelves, their Executors and Adminiſtrators reſpectively, that if either of the ſaid Parties to theſe Preſents ſhall happen to depart this Life within the Term of this Copartnerſhip, or before the Diſſolution thereof, that then and in ſuch Caſe no Benefit or Advantage by or in Right of Survivorſhip ſhall be had, received, taken or ſought by the Party ſurviving in any Manner or wiſe; nevertheleſs it is agreed be-

Such annual Accounts ſhall not, after the ſame ſhall be ſo entred in two Books, and ſigned by both the Parties, be called in Queſtion, unleſs ſome Error found out.

In Caſe any bad Debts ſhall be received, the ſame ſhall be put into the joint Stock for the equal Benefit of both Parties.

No Benefit by Survivorſhip ſhall be taken.

That in Caſe either of the Parties die before any annual Account ſhall be made up, then the Party ſurviving ſhall pay to the Executors of the Party deceaſing 600 l. with Intereſt, and not be accountable to the Executors of the Party deceaſing for any Profits in the mean Time ariſing by the joint Trade.

tween the ſaid Parties, that in Caſe either of the ſaid Parties ſhall happen to die before any ſuch annual or other general Account ſhall have been made up and ſigned by and between the ſaid Parties as aforementioned, then the Party ſurviving, his Executors or Adminiſtrators, ſhall pay unto the Executors or Adminiſtrators of the Party ſo deceaſing the full Part and Share by him now at firſt brought in for and towards raiſing the ſaid joint Stock, that is to ſay, the aforeſaid Sum of 600 *l.* with lawful Intereſt for the ſame, to be reckoned and computed from the Day of the Date of theſe Preſents, at the ſeveral Times and by the ſeveral Parts herein after mentioned, and ſhall not be anſwerable or accountable unto the Executors or Adminiſtrators of the Party ſo deceaſing for any Profits in the mean Time ariſing by the ſaid joint Trade, or for any other Matter or Thing whatſoever relating thereto: *And further*, that in Caſe of the Death of either of the ſaid Parties happening after ſome one or more annual or other general Account or Accounts ſhall have been made up and ſigned by and between the ſaid Parties as aforeſaid, and before the Diſſolution of the ſaid joint Trade, then the ſurviving Copartner, his Executors or Adminiſtrators ſhall pay unto the Executors or Adminiſtrators of the Party ſo deceaſing ſuch full and equal Part, Share and Proportion of and in the ſaid joint Stock and the Profits thereof, as ſhall appear to have been belonging unto ſuch Party ſo deceaſing upon the laſt precedent Account made up, paſſed and ſtated by and between the ſaid Parties under their Hands in Writing as aforeſaid, with lawful Intereſt for the ſame, to be reckoned and computed from the Day of the Death of the Party ſo deceaſing, at the ſeveral Times and by the ſeveral Parts herein after mentioned, and no more nor otherwiſe (the Part and Share of the Party ſo deceaſing of and in the Debts that ſhall be agreed and allowed to be doubtful, bad or deſperate as aforementioned, (if any ſuch there be) and the Monies or other Conſiderations thereby ariſing always and only excepted): *And* it further provided and agreed by and between the ſaid Parties to theſe Preſents, that the Survivor of the ſaid Parties, his Executors or Adminiſtrators ſhall pay unto the Executors or Adminiſtrators of the Party ſo deceaſing the full Part, Share and Proportion of the Party ſo deceaſing, according to the Contingency aforeſaid, in lawful Money of *Great Britain*,

In Caſe of the Death of either of the Parties happening after an annual Account made up, and before the Diſſolution of the joint Trade, then the ſurviving Copartner ſhall pay to the Executors of the Party deceaſing ſuch Part of the joint Stock and the Profits thereof, as ſhall appear to have been belonging to ſuch Party ſo deceaſing upon the laſt precedent Account ſtated between the Parties, with Intereſt from the Death of the Party ſo deceaſing (the Share of the Party ſo deceaſing of the bad Debts (if any be) and the Monies or other Conſideration thereby ariſing excepted.) The Survivor of the Parties ſhall pay to the Executors of the Party deceaſing his full Part, according to the Contingency aforeſaid, in Money, with Intereſt.

together with lawful Intereſt for the ſame, to be reckoned and computed as aforementioned in Manner following, that is to ſay, One full and equal third Part thereof, with Intereſt as aforeſaid, within four Months next enſuing ſuch Copartner's Death; one other like third Part thereof, with Intereſt as aforeſaid, within eight Months next enſuing the Death of ſuch deceaſing Copartner, and the other remaining third Part thereof, with Intereſt as aforeſaid, within twelve Months next enſuing ſuch Death of one of the ſaid Copartners as aforeſaid, without any Deduction or Abatement to be made out of any of the ſaid Payments, for or in Reſpect of any Miſtake or Miſtakes in their Accounts, (except as aforementioned) or for bad Debts, or for any other Matter or Thing whatſoever: *And further*, that the Survivor of the ſaid Parties, his Executors or Adminiſtrators, ſhall and will at the Requeſt of the Executors or Adminiſtrators of the Party ſo deceaſing duly ſign, ſeal, execute and deliver unto or to the Uſe of the Executors or Adminiſtrators of the Party ſo deceaſing three ſeveral Bonds or Obligations of the Penalties of double the Sums of Money for which the ſame Bonds ſhall be reſpectively given, wherein and whereby the ſaid Survivor, his Heirs, Executors and Adminiſtrators ſhall become bound to the Executors or Adminiſtrators of the Party ſo deceaſing for Payment of the ſame Sums reſpectively, with Intereſt for the ſame as aforeſaid, at the Times before limited for that Purpoſe; *And* alſo that the Executors or Adminiſtrators of ſuch deceaſing Copartner ſhall and will, at the Requeſt and Charge of the ſaid ſurviving Copartner, after his entring into ſuch Bonds or Obligations as aforeſaid, legally grant, aſſign and releaſe unto the Survivor, his Executors and Adminiſtrators, to his and their own Uſe, all their Right, Title and Intereſt of, in and to all and ſingular the Caſh, Monies, Plate, Debts, Goods and Eſtate in Copartnerſhip at the Time of ſuch Deceaſe, (*Save* and except their Right and Intereſt in and to one full and equal Moiety or half Part of all and every the ſaid doubtful, bad or deſperate Debts, and the Monies and other Conſideration thereby ariſing, which is hereby agreed ſhall be equally divided by and between ſuch Survivor, his Executors or Adminiſtrators, and the Executors or Adminiſtrators of the Party ſo deceaſing, Share and Share alike, as the ſame can and ſhall be gotten in and received, without any Benefit of Survivorſhip in any Manner or wiſe); with proper and reaſonable Covenants therein to

Times of Payment.

Three Bonds to be given for Payment of the Money, with Intereſt.

The Executors of ſuch deceaſing Copartner ſhall, at the Requeſt and Charge of the ſurviving Copartner after his entring into ſuch Bonds, aſſign to the Survivor all Right and Intereſt to the Eſtate in Copartnerſhip, at the Time of ſuch Deceaſe (ſave the Right to half the bad Debts, &c. which is to equally divided); with proper Covenants

In ſuch Aſſignment ſhall be contained a Covenant for the ſurviving Copartner to indemnify the Executors of the Party ſo deceaſing, from all Debts contracted upon Account of the joint Dealing, and from all Actions and Expences that ſhall happen by Reaſon of the Copartnerſhip.

At the End of this Copartnerſhip, if either of the Parties ſhall deſire to diſſolve this joint Trade, ſhall at their Houſe, &c. join with each other and do all Things needful to be done for the making an Account of the joint Stock, &c. and ſhall thereupon divide into two equal Parts all Monies and other Things belonging to the ſaid Trade, and draw Lots, &c.

be inſerted: *Provided* neverthelefs, that in ſuch Aſſignment and Releaſe there ſhall be alſo contained a Covenant for the ſurviving Copartner to indemnify and ſave harmleſs the Executors and Adminiſtrators of the Party ſo deceaſing of and from all Debts contracted upon Account of the ſaid joint Dealing, and then owing and unpaid, and of and from all Actions, Suits, Coſts, Charges, Damages, Loſſes and Expences that ſhall or may ariſe, grow or be brought, commenced or happen by Reaſon or Means of ſuch ſaid Debts, or of the ſaid Copartnerſhip: *And* it is further covenanted, concluded and agreed by and between the ſaid Parties to theſe Preſents, and each of them doth hereby for himſelf, his Executors and Adminiſtrators reſpectively, covenant, promiſe and agree to and with the other of them, his Executors and Adminiſtrators by theſe Preſents, that they the ſaid Parties at the End of the ſaid Term of this Copartnerſhip, if either of them ſhall think fit and deſire to diſſolve, diſcontinue and break off this preſent joint Trade and Dealing, ſhall and will at their Meſſuage, Tenement or Dwelling-houſe as aforeſaid, or ſuch other Place as they ſhall agree upon, join with each other and perform and do all Things that ſhall be needful or neceſſary to be done or performed for the making and ſetting down in Writing a full, true, plain, perfect and general Account in Writing of, for and concerning the ſaid joint Stock and Trade, and the Profits and Proceed thereof, and of, for and concerning all Caſh, Monies, Plate, Goods, Wares, Debts and Things relating thereto, and ſhall thereupon divide into two equal and different Parts or Shares all the Caſh, Monies, Plate, Goods, Wares, Debts, Books of Account and other Things belonging to the ſaid Trade, and ſhall cauſe one of the ſaid two Parts or Shares to be written in one Schedule to be marked *A.* and the other of the ſaid two Parts or Shares to be written in another Schedule to be marked *B.* and that thereupon two Lots, the one marked *A.* and the other *B.* ſhall be drawn out of ſome covert or ſecluſe Place by the ſaid Parties, that is to ſay, one of them by the ſaid *A. B.* and the other of them by the ſaid *C. D.* to aſcertain and diſtinguiſh which of the ſaid two Parts or Shares ſhall belong to the ſaid *A. B.* and which of them ſhall belong to the ſaid *C. D.* and that each of them the ſaid Parties, his Executors or Adminiſtrators ſhall and may have, receive, take and enjoy in Severalty to himſelf the reſpective Part and Share which by the Allotment aforeſaid ſhall accrue, fall or devolve unto him, with all Bonds, Specialties, Bills, Notes and Writings concerning the ſame, to and for his and their own proper and peculiar Uſe and Benefit; *And* that in Caſe either of the ſaid Parties ſhall be willing to give more for the ſaid Meſſuage, Tenement or Dwelling-houſe, and the Leaſe, Term and Intereſt of the ſaid Parties therein, than what the other of them ſhall be willing to give for the ſame, Then ſuch of the ſaid Parties (in ſuch Diviſion as aforeſaid) as ſhall be willing to give moſt, ſhall have the ſaid Meſſuage, Tenement or Dwelling-houſe, and the Leaſe thereof, with the Term of Years and intereſt therein, ſhall be aſſigned and releaſed to him, his Executors, Adminiſtrators and Aſſigns, by the other of the ſaid Parties, his Executors, Adminiſtrators or Aſſigns: *Provided* always, and ſo as ſuch ſaid Party having the ſaid Meſſuage, Tenement or Dwelling-houſe as afore-mentioned, do immediately pay into the ſaid joint Stock the Price or Conſideration which he ſhall agree to pay for the ſaid Meſſuage, Tenement or Dwelling-houſe; and do and ſhall alſo at the ſame Time take to himſelf all the full and whole Stock of Plate and Goods of and belonging to the ſaid joint Stock and Trade at ſuch the Determination and Diſſolution thereof as aforeſaid; and do and ſhall immediately pay for the ſame unto the other of the ſaid Parties, his Executors, Adminiſtrators or Aſſigns, to and for his and their own ſeparate and peculiar Uſe and Benefit, one full and equal Moiety or half Part of the prime Coſts thereof; and do and ſhall likewiſe at the ſame Time give unto the other of the ſaid Parties a Bond or Obligation good, valid and ſufficient in the Law, for paying the Rent and performing the Covenants in ſuch ſaid Leaſe reſerved and contained, on the Leſſee's Part to be paid and performed, and for the indemnifying ſuch ſaid Party aſſigning and releaſing of, from and againſt the ſame, and all Actions, Suits and Damages for or upon Account thereof: But in Caſe neither of the ſaid Parties ſhall be willing to have the ſaid Meſſuage, Tenement or Dwelling-houſe upon the Terms aforementioned, then the ſame ſhall be put into one of the two Parts or Shares of the ſaid joint Stock aforementioned, at ſuch Price as the ſaid Parties ſhall agree upon, and ſhall be had, taken and enjoyed by ſuch of the ſaid Parties to whoſe Lot the ſame ſhall fall in the Diviſion and Allotment aforeſaid; and that immediately after ſuch Diviſion and Allotment ſhall be made as aforeſaid, each of them the ſaid Parties ſhall and

Such of the Parties as ſhall be willing to give moſt ſhall have the Houſe and the Leaſe thereof aſſigned to him: Provided ſuch Party having the Houſe do pay into the joint Stock the Price which he ſhall agree to pay for the Houſe, and do at the ſame Time take upon himſelf the whole Stock of Plate and Goods of the Trade, &c. and pay for the ſame one half Part of the prime Coſts thereof, and give Bond for paying the Rent and performing the Covenants in ſuch Leaſe, &c.

But in Caſe neither of the Parties ſhall be willing to have the Houſe on the Terms aforeſaid, then the ſame ſhall be put into one of the two Parts of the joint Stock, at ſuch Price as the Parties ſhall agree upon, and ſhall be enjoyed by ſuch of the Parties to whoſe Lot the ſame ſhall fall; and after Diviſion ſhall be made, each of the Parties ſhall aſſign all his Right in the other's Part, and ſhall aſſiſt in getting in the Debts to him allotted at the Charge of, &c.

will legally grant, aſſign and releaſe all his Part, Share, Right, Title and Intereſt of, in and to the other's reſpective Part and Share, unto the other of them, his Executors and Adminiſtrators, and ſhall and will alſo from Time to Time and at all Times, upon reaſonable Requeſt, impower and aſſiſt the other of them, his Executors or Adminiſtrators, in getting in and ſuing for the Debts ſo to him allotted as aforeſaid, ſo far forth as Need ſhall require, at the Charge of the Party requeſting ſuch Aſſiſtance, his Executors or Adminiſtrators; *And* alſo that all Debts due and owing by and from the ſaid Parties to other Perſons in reſpect of the ſaid joint Trade, ſhall then alſo be divided into two equal Parts, of which each of the ſaid Parties ſhall take one, and fully pay and diſcharge the ſame, and cauſe and procure all Bonds, Specialties, Bills, Notes and Engagements for the ſame to be cancelled, and ſufficient Diſcharges to be given, to the other of the ſaid Parties, his Executors and Adminiſtrators, within ſix Months next after the Diſſolution of the ſaid joint Trade, and ſhall and will alſo, in the mean Time and at all Times then afterwards, ſave harmleſs and keep indemnified the other of the ſaid Parties, his Heirs, Executors and Adminiſtrators, and every of them, of, from and againſt all and every ſuch ſaid Debts, Bonds, Specialties, Bills, Notes and Engagements, as upon ſuch Partition ſhall fall to his reſpective Lot to pay and diſcharge as aforeſaid, and of and from all Actions, Suits, Coſts, Charges and Damages, for or upon Account, or by Reaſon or Means of the ſame, or any of them, and that each of the ſaid Parties ſhall give Bond unto the other of them for performing the ſame accordingly: *And laſtly*, for the preventing all Actions, Suits and Differences that may happen to ariſe between the ſaid Parties, it is mutually covenanted and agreed by and between the ſaid Parties to theſe Preſents, that if any Difference, Diſpute or Controverſy ſhall ariſe or happen between the ſaid Parties, their Executors or Adminiſtrators at any Time or Times, during the ſaid joint Trade, or at or after the Diſſolution thereof, for or concerning the ſaid joint Stock, Trade or Dealing, or any Matter or Thing thereto relating, or for or concerning theſe Preſents, or any Covenant, Article, Clauſe, Proviſo, Agreement, Matter or Thing herein contained, then and in every ſuch Caſe, each of the ſaid Parties, his Executors and Adminiſtrators, ſhall and will chooſe and nominate one indifferent Perſon to be his or their Arbitrator, and ſhall procure ſuch ſaid Arbitrator to join with the Arbitrator to be

All Debts owing from the Parties, &c. ſhall then alſo be divided into two equal Parts, of which each Party ſhall take one and pay the ſame, and procure all Bonds, &c. to be cancelled, and Diſcharges to be given to the other of the Parties within ſix Months after the Diſſolution of the joint Trade; and ſhall indemnify the other of the Parties from all ſuch Debts as ſhall fall to his Lot to pay, and from all Actions, &c. And that each of the Parties ſhall give Bond to the other of them for performing the ſame accordingly.

choſen by the other of the ſaid Parties, to hear, arbitrate and determine the ſame; and that each of them the ſaid Parties reſpectively, his Executors and Adminiſtrators, ſhall and will from Time to Time and at all Times, for his and their Part well and truly ſtand to, obey and perform ſuch Award and Arbitrament, as ſuch ſaid Arbitrators ſhall make and ſet down in Writing under their Hands and Seals, of or concerning the Premiſſes, within twenty Days next after ſuch Election; and that in Caſe ſuch Arbitrators ſhall not, within the Time aforeſaid, make ſuch Award, then each of the ſaid Parties, his Executors and Adminiſtrators, ſhall and will from Time to Time and at all Times, ſtand to, obey and perform the Umpirage, Order and Determination of ſuch one indifferent Perſon; as ſuch ſaid Arbitrators ſhall from Time to Time chooſe to be Umpire, to award and determine upon the Premiſſes, ſo as that ſuch ſaid Umpire do and ſhall make ſuch his ſaid Award or Umpirage, of and concerning the Premiſſes, under his Hand and Seal, within ten Days next after ſuch his Election by the ſaid Arbitrators. *In Witneſs*, &c.

Differences to be determined by Arbitrators, &c.

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## *A Deed of Copartnerſhip in the Trade of a Brewer.*

THIS *Indenture* made, *&c.* between *G. S.* of, *&c.* Brewer, of the one Part, and *S. C.* of, *&c.* Gent. of the other Part, *Witneſſeth*, that the ſaid Parties, for the Truſt and Confidence which either of them hath and repoſeth in the other, and for the better Advancement of their Eſtate and Trade, are determined and agreed to trade and deal together as Partners in the Art, Trade or Myſtery of Brewing and ſelling of Ale and Bear, for and during the Term and Space of ſeven Years, to be accounted from the Day of the Date of theſe Preſents (if both the Parties ſhall ſo long live); the ſaid Art, Trade and Dealing to be kept, driven and exerciſed in the Brewhouſe called the —— now in the Occupation of the ſaid *G. S.* ſituate and being in, *&c.* of which ſaid Brewhouſe, and the Meſſuage or Tenement thereto belonging, with their and every of their Appurtenances, he the ſaid *G. S.* is now poſſeſſed by Leaſe, for the Remainder of a Term of thirty-one Years, commencing from, *&c.* under the yearly Rent of, *&c.* payable quarterly by even and equal Portions; *And* for the carrying

The Parties are agreed to trade together as Partners in the Trade of a Brewer for ſeven Years, if they both ſo long live.

The Trade to be kept in a Brewhouſe called, &c.

carrying on and managing of the ſaid joint Trade and Dealing, the ſaid Parties have agreed and covenanted each of them with the other, to bring into the ſaid joint Stock and Trade, the ſeveral Sums of Money herein after mentioned, that is to ſay, the ſaid *G. S.* the Sum of —— and the ſaid *S. C.* the Sum of —— and accordingly the ſaid *G. S.* hath, on the Day of the Date of theſe Preſents, actually brought into the ſaid joint Stock and Trade, the Sum of —— and the ſaid *S. C.* hath alſo, on the Day of the Date of theſe Preſents, actually brought into the ſaid joint Stock and Trade, the Sum of —— making together the Sum of —— for a joint Stock to be uſed in carrying on the ſaid joint Trade, which ſaid joint Stock, conſiſting in Coppers, Backs, Tuns, Utenſils of Brewing, Horſes, Drays, Caſks, Malt, Hops, Coals and Debts in Trade now belonging and due to the ſaid *G. S.* are valued, reckoned and agreed unto by the Parties to be taken into the ſaid joint Stock at the ſeveral and reſpective Prices, Rates and Valuations ſet down, ſpecified, rated, valued and mentioned in a certain Book of Accounts, intitled —— Book of Mr. *G. S.* and Mr. *S. C.* the Particulars of which —— Book, amounting in all to the ſaid Sum of —— are hereby declared and agreed by the ſaid Parties to be the joint Stock to be uſed in the ſaid Trade for their joint Benefit, in the Proportions following, that is to ſay, Five Eighth Parts thereof are hereby declared and agreed to be the Share and Proportion of the ſaid *G. S.* and the other Three Parts thereof are alſo hereby declared and agreed to be the Share and Proportion of the ſaid *S. C.* *And* it is hereby covenanted, granted, condeſcended, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, ſeverally and reſpectively, that the ſaid joint Stock of —— and all Gain, Profit and Increaſe of the ſame, ſhall be uſed and imployed in the ſaid joint Trade and Dealing, to the beſt and moſt Profit and Advantage of both the ſaid Parties, during the Continuance of the ſaid Copartnerſhip (*except* only ſuch Monies, as by the Agreements herein after mentioned are to be taken out of the ſaid Stock by each of the ſaid Parties, for his own particular Uſe); And that in carrying on of the ſaid joint Trade and Dealing, five Eighth Parts of all Profits and Advantage to be made and gained in and by the ſaid joint Trade and Dealing ſhall be at all Times allowed, accounted for and paid to and received by the ſaid *G. S.* his Executors and Adminiſtrators, for

Money to be brought into Trade

for a joint Stock to be uſed in carrying on the Trade, which joint Stock conſiſting in Coppers, &c. and Debts belonging and due to *G. S.* are valued and agreed to by the Parties, to be taken into the joint Stock, at the Prizes mentioned in a Book.

Five Eights to be the Share of *G. S.* and the other three Parts the Share of *S. C.*

The joint Stock and Profit of the ſame to be uſed in the joint Trade, to the beſt Advantage of both Parties.

Except ſuch Monies as by Agreement are to be taken out of the Stock by each Party, &c.

In carrying on the joint Trade, five Eighths of all Profits ſhall be received by *G. S.* who ſhall bear five Eighths of all Loſſes.

his and their Parts and Shares in the ſaid joint Trade and Dealing; and the ſaid *G. S.* his Executors and Adminiſtrators, ſhall alſo bear and ſuſtain five Eighth Parts of all Loſſes in the ſaid joint Trade and Dealing; *And* the remaining three Eighth Parts of all Profits and Advantage to be made and gained in and by the ſaid joint Trade and Dealings, ſhall be at all Times allowed, accounted for and paid to and received by the ſaid *S. C.* his Executors and Adminiſtrators, for his and their Parts and Shares in the ſaid joint Trade and Dealing; and the ſaid *S. C.* his Executors and Adminiſtrators, ſhall alſo bear and ſuſtain the remaining three Eighth Parts of all Loſſes in the ſaid joint Trade and Dealing. *And* it is hereby agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Brewhouſe and the Meſſuage or Tenement thereto belonging, and all Benefit, Profits and Advantages thereof, ſhall at all Times during the Continuance of the ſaid joint Trade and Dealing be uſed, exerciſed and diſpoſed of for the Benefit of the ſaid Parties, according to their reſpective Shares in the ſaid joint Trade and Dealing; and the Rent thereof ſhall alſo at all Times, during the Continuance of the ſaid joint Trade, be paid, and all Repairs and other Charges and Expences in and about the ſame Brewhouſe and Premiſſes, be paid and born by the ſaid Parties in Proportion, according to their reſpective Shares in the ſaid joint Trade and Dealing, (that is to ſay) Five Eighth Parts by the ſaid *G. S.* his Executors and Adminiſtrators, and the remaining three Eighth Parts by the ſaid *S. C.* his Executors and Adminiſtrators; *And* that at the End, Expiration or Determination of the ſaid joint Trade or Dealing, five Eighth Parts of the ſaid joint Stock, and Benefits and Profits thereof, ſhall be allowed, accounted for and paid to the ſaid *G. S.* his Executors and Adminiſtrators, and the remaining three Eighth Parts to the ſaid *S. C.* his Executors and Adminiſtrators; *And thereupon* the ſaid Parties for themſelves, his and their Executors and Adminiſtrators, do covenant, grant and agree, and faithfully promiſe to and with each other, his and their Executors and Adminiſtrators, ſeverally and reſpectively by theſe Preſents, in Manner and Form following, (that is to ſay) That each of them the ſaid Parties ſhall and will be true, juſt and faithful to the other of them, in the uſing, driving and exerciſing of the ſaid joint Copartnerſhip Trade and Dealing, and in employing of the ſaid joint Stock, and all Gains and Increaſe of the ſame, and in all and every the Goods, Utenſils, Wares and Commodities which ſhall

The remaining three Eighths of all Profits to be received by *S. C.* who ſhall bear three Eighths of all Loſſes.

That the Brewhouſe, &c. and all Benefit thereof, ſhall be uſed for the Benefit of the Parties, according to their Shares in the Trade, and the Rent thereof, and all Repairs, &c. to be paid and born by the Parties in Proportion, according to their Shares in the Trade.

At the End of the joint Trade, five Eighths of the joint Stock and Profits ſhall be allowed and paid to *G. S.* and the remaining three Eighths to *S. C.*

The Parties covenant that they will be juſt and faithful in uſing the joint Trade;

and in imploying the joint Stock, and all Gains of the ſame, &c.

And that each Party will do his beſt Endeavour to increaſe the joint Stock, &c.

The joint Stock or Profit thereof ſhall not be employed by either of the Parties for his own private Uſe.

That the Parties, or either of them, ſhall not, during the Partnerſhip, trade by himſelf or by any other, for either of their private Uſe, without Conſent of the other.

The Rent, &c. to be paid out of the joint Stock.

ſhall or may appertain to the ſaid Trade and Dealing; and that each of them the ſaid Parties ſhall and will, during the ſaid Copartnerſhip, do his beſt Endeavour to his Knowledge, Skill and Power, to increaſe and better the ſaid joint Stock, and all Gains and Profits that ſhall be made thereof to the moſt and beſt Advantage of the ſaid joint Trade; *And alſo* that the ſaid joint Stock, or any Part thereof, or the Proceed or Profits thereof, ſhall not be employed or diſpoſed by either of the ſaid Parties, to or for his own private Uſe, or to or for any other Uſe, Intent or Purpoſe, otherwiſe than according to the true Intent and Meaning of theſe Preſents, without the Conſent of the other under his Hand; *And alſo* that the ſaid Parties, or either of them, ſhall not, during the ſaid Copartnerſhip, directly or indirectly trade, deal or commerce by himſelf, or by or with any Perſon or Perſons, for any or either of their own particular or private Uſe, in any Goods or Merchandizes whatſoever, contrary to the true Intent and plain Meaning of theſe Preſents, without the like Conſent of the other firſt had and obtained under his Hand; *And alſo* that the Rent reſerved to be paid in and by the ſaid Indenture of Leaſe, by which the ſaid Brewhouſe, Meſſuage or Tenement and Premiſſes, with the Appurtenances herein before mentioned, are holden, ſhall be conſtantly and duly paid and diſcharged, according to the Limitation and Appointment thereof in the aforeſaid Leaſe reſerved and mentioned, out of and by the ſaid joint Stock and Trade, and the Gains, Profits and Proceed which ſhall come thereby, for and during the Time and Space of the ſaid Copartnerſhip; *And alſo* that all and every Sum and Sums of Money that ſhall be expended and laid out in and upon the Reparations and Amendments of the ſaid Brewhouſe, Meſſuage and Premiſſes, with the Appurtenances, at any Time during the Time and Term of the ſaid Copartnerſhip, ſhall be paid, expended and laid out of the ſaid joint Stock and Trade, and the Gains, Profits and Proceed thereby growing and coming; *And alſo* that it ſhall not be lawful to or for the ſaid Parties, or either of them, without the Conſent and Approbation of the other of them, to draw or take out of and from the ſaid joint Stock and Trade, or out of and from the Gains, Proceed, Profits and Increaſe thereof, for his and their own private Uſe, any other, more or greater Sum or Sums than the Sums following, (that is to ſay) The ſaid *G. S.* is to take weekly the ſum of 5 *l.* and the ſaid *S. C.*

That all Money that ſhall be laid out in repairing the Brewhouſe, &c. ſhall be paid out of the joint Stock, &c.

Sums to be taken weekly out of the joint Stock.

is to take weekly the Sum of 3 *l.* out of the ſaid joint Stock; *And* the ſaid *S. C.* is to have and take weekly and every Week, out of the ſaid joint Stock and Trade, ſo much Beer and Ale as ſhall be needful and neceſſary for him to expend in his Family, and for Entertainment of ſuch Cuſtomers as ſhall come to his Houſe; and is to live and inhabit in the ſaid Meſſuage or Tenement belonging to the ſaid Brewhouſe, and to pay no Rent for or on Account thereof, *Save* only and *except* that in Conſideration thereof the ſaid *G. S.* is to have and reſerve to himſelf and to his own ſeparate Uſe, two of the Chambers or Rooms up one Pair of Stairs in the ſame Houſe, *viz.* the Chamber up one Pair of Stairs next the Street called —— and the Room or Chamber adjoining to the ſame called —— and is alſo to have the Uſe of one of the Parlours as often as he ſhall want and require the ſame; and the ſaid *S. C.* in Conſideration thereof, is alſo to find and provide for the ſaid *G. S.* his Meat and Drink, and Neceſſaries at all Times when he ſhall be in Town at the ſaid Brewhouſe; and the ſaid *G. S.* in Conſideration thereof is alſo to have ten Quarters of Malt and thirty-five Pounds of Hops yearly and every Year, to his own ſeparate Uſe, out of the ſaid joint Stock. *But* it is hereby agreed and declared to be the true Intent and Meaning of the ſaid Parties, that if the ſaid *G. S.* ſhall at any Time hereafter, during the ſaid Copartnerſhip, be deſirous to inhabit in the ſaid Houſe or Meſſuage adjoining or belonging to the ſaid Brewhouſe, and ſhall give ſix Months Notice in Writing, of ſuch his Deſire and Intention, to the ſaid *S. C.* that then and in ſuch Caſe, at the End of ſuch ſix Months after ſuch Notice given, it ſhall be lawful to and for the ſaid *G. S.* to enter upon and come into the ſaid Houſe or Meſſuage, and to hold and enjoy the ſame during the then Reſidue of the Time of the ſaid Copartnerſhip, and the ſaid *S. C.* ſhall leave and yield up the ſame Houſe or Meſſuage to the ſaid *G. S.* But then and in ſuch Caſe the ſaid *G. S.* ſhall yearly and every Year, during the then Remainder of the Term of the ſaid Copartnerſhip, well and truly pay or cauſe to be paid the Sum of 20 *l.* into the ſaid joint Stock and Trade for the Rent of the ſaid Houſe; and in ſuch Caſe the Agreement herein before mentioned, as well in Relation to Beer and Ale to be uſed in the ſaid Houſe, as alſo in Relation to Malt and Hops to be taken out of the

*S. C.* is to take weekly out of the joint Stock and Trade, Beer and Ale for his Family, &c. and is to live in the Houſe belonging to the Brewhouſe, and to pay no Rent, except that in Conſideration thereof *G. S.* is to reſerve to his own Uſe two Chambers, &c.

And *S. C.* is to find for *G. S.* Meat, Drink, &c. when he ſhall be at the Brewhouſe; and *G. S.* is to have ten Quarters of Malt and thirty-five Pounds of Hops yearly to his own Uſe, out of the joint Trade.

Agreed that if *G. S.* ſhall be deſirous to inhabit in the Houſe belonging to the Brewhouſe, and ſhall give ſix Months Notice, &c. then it ſhall be lawful for *G. S.* to enter upon the ſaid Houſe, &c. But then *G. S.* ſhall yearly, during the Remainder of the Partnerſhip, pay 20 l. into the joint Stock for Rent of the ſaid Houſe. And in ſuch Caſe the Agreement, as well in Relation to Beer and Ale to be uſed in the ſaid Houſe, as alſo to the Malt and Hops to be taken out of the joint Trade, to ceaſe, &c.

ſaid joint Stock, ſhall ceaſe and be utterly void; and the ſaid Parties ſhall come to ſuch new Agreement relating to Beer, Ale, Malt and Hops, as they ſhall think fit. *And* the ſaid Parties do further covenant, grant and agree, and faithfully promiſe to and with each other, his and their Executors and Adminiſtrators ſeverally and reſpectively by theſe Preſents in Manner and Form following, that is to ſay, That in Caſe they or either of them ſhall take any Coals out of the joint Stock of the ſaid Brewhouſe, for the Uſe of their or either of their reſpective Dwelling-houſes, that then they and each of them ſhall and will from Time to Time enter into ſome Book belonging to their ſaid joint Trade and Dealing proper for that Purpoſe, the juſt and true Quantity of Coals, which they and each of them ſhall ſo from Time to Time take out of the ſaid joint Stock, and ſhall from Time to Time account for and allow the ſame in their Half-yearly Accounts to be ſettled of and relating to their ſaid joint Trade and Dealings out of their reſpective Shares in the ſaid joint Trade between them, according to their reſpective Proportions in the ſame, and to the true Intent and Meaning of theſe Preſents; *And alſo* that each of them the ſaid Parties ſhall and will from Time to Time perform and do his and their faithful Endeavour, ſo far as in him lieth, and as unto each of their Parts ſhall belong or appertain, to keep or cauſe to be kept true and juſt Book or Books of Accounts; and that the ſaid Copartners ſhall and will from Time to Time, during the ſaid Copartnerſhip, make and give to each other demanding the ſame, a true and perfect Account of all Bargains and Sales of Beer and Ale, Payments and Receipts of Money, Debts, Dealings and Doings whatſoever, which have been by them or either of them made, received, paid, or due or owing to them, for and in Reſpect of their joint Trade and Copartnerſhip; whereof a true and perfect Entry ſhall from Time to Time be made into the Book or Books of Account for that Purpoſe to be provided and kept in the ſaid Brewhouſe, in ſome proper and convenient Place, ſo as either of the Parties may always have Recourſe and Reſort to the ſame, and have Liberty to peruſe and take Notes and Copies thereof at his and their Wills and Pleaſures; *And alſo* that one particular Book ſhall at all Times hereafter be kept in ſome convenient Place within the ſaid Brewhouſe, to which either of the ſaid Parties may at all Times hereafter have Recouſe or Reſort, which ſhall be intitled the Book of Entries of Mr.

The Parties further covenant, that in Caſe they or either of them takes any Coals out of the joint Stock, &c. that then they will enter in ſome Book, &c. the Quantity thereof, and account for the ſame in their Half-yearly Accounts.

That each Party will endeavour to keep true Books of Accounts,

and give to each other a true Account of all Sales of Beer and Ale, Receipts and Payment of Money, &c. whereof a true Entry ſhall be made in the Books, &c.

A particular Book ſhall be kept in the Brewhouſe, &c.

*S.* and Mr. *C.* in which Book Entries ſhall from Time to Time be conſtantly made and entred, of all Malt, Hops, Coals and all other Things which ſhall from Time to Time be bought in Trade, on Account of the ſaid Copartnerſhip or joint Dealing, within ten Days after buying of the ſame; and that whatſoever ſhall by either of the Parties be bought in Trade on Account of the ſaid Copartnerſhip or joint Dealing, and ſhall not by the Party who bought the ſame be entered into the ſame Book within the ſaid ten Days after the buying thereof, the other of the ſaid Parties ſhall not be chargeable with or accountable for the ſame, or any Part thereof; *And alſo* that ſuch of them the ſaid Parties, as for the Time being ſhall have the Caſh and Monies of or belonging to the ſaid joint Trade and Copartnerſhip, ſhall from Time to Time be anſwerable for the ſame; *And* that all Bargains, Sales, Contracts, Bills, Bonds, Judgments, Tallies, Accounts and other Securities, which at any Time hereafter, during the Continuance of the ſaid Copartnerſhip, ſhall be had or taken for any Ale, Beer or other Commodities relating or belonging to the ſaid joint Trade of Brewing, ſhall be had and taken in the Names of the ſaid *G. S.* and *S. C.* jointly and for their Uſe, and not otherwiſe; unleſs it be by the ſpecial Direction or Conſent of both the ſaid Parties; *And alſo* that neither of the ſaid Parties, during the Continuance of the ſaid Copartnerſhip, ſhall lend, ſell or deliver upon Truſt or Credit to any Perſon or Perſons any Money, Ale or Beer, or any other Wares, Goods or Commodities to the ſaid joint Trade belonging, againſt the Will or Conſent of the other of the ſaid Parties; *And alſo* that each of them the ſaid Parties, his and their ſeveral Executors and Adminiſtrators, ſo far forth as he or they conveniently can or may, ſhall and will perform and do his and their faithful Diligence, and travel to recover, obtain and receive in ſo ſpeedily as may be from Time to Time, all ſuch Debt and Debts, Sum and Sums of Money, as ſhall be due, owing or belonging to them the ſaid Parties, by reaſon of the ſaid Trade and Dealing; *And alſo* that the ſaid Parties, or either of them, ſhall not at any Time or Times hereafter, without the Conſent and good Liking of the other of them the ſaid Parties, releaſe, acquit or diſcharge any Debt or Debts, Matter or Thing, or any Part thereof, which ſhall be made for or concerning their ſaid joint Trade or Dealing, and due and belonging to the ſame, or to the joint Uſe of them the ſaid Parties (*Except* he that ſhall give

In which Book Entries ſhall be made of all Malt, Hops, &c. which ſhall be bought in Trade.

Whatſoever ſhall by either of the Parties be bought in Trade, and ſhall not by the Party who bought the ſame, be entred in the ſame Book within ten Days, &c. the other Party ſhall not be chargeable with the ſame.

Such of the Parties as for the Time being ſhall have the Caſh of the Trade, ſhall be anſwerable for the ſame.

All Bargains, &c. ſhall be had in the Names of *G. S.* and *S. C.* and not otherwiſe, unleſs by ſpecial Direction.

Neither of the Parties ſhall lend or ſell upon Truſt, any Money, Ale, &c. againſt the Will of the other.

Each Party to do his faithful Diligence to receive Debts, &c.

That the Parties, or either of them, ſhall not, without the Conſent of the other, releaſe any Debt, &c.

ſuch Releaſe or Diſcharge ſhall bring ſuch Monies into the joint Caſh, within ſeven Days then next enſuing) which the ſaid Parties to theſe Preſents reſpectively do hereby covenant and agree with the other ſo to do; *And alſo* that neither of the ſaid Parties ſhall or will at any Time, during the Continuance of the ſaid Copartnerſhip, become Surety, or be Bail or Pledge for any Perſon or Perſons whatſoever, or ſhall or will enter into any Bond to the King's Majeſty, his Heirs or Succeſſors, or into any Statute, Judgment, Recognizance, Bond, Bill, Specialty or other Security, either for Money or for any other Matter, Cauſe or Thing whatſoever, without the Conſent of the other of them thereunto firſt had and obtained in Writing under his Hand and Seal, teſtified by two or more credible Witneſſes; *And alſo* that the ſaid Partners twice in every Year, during the Copartnerſhip, between the 29th Day of *September* and the 6th of *October*, and between the 25th Day of *March* and the 2d of *April* yearly, ſhall and will give, make, render and yield up to each other a juſt, true, plain, full and perfect Account in Writing of the then preſent joint Stock and Trade, and of all the ready Money then remaining in Caſh, and of all Debts and Sums of Money then due and owing, and of all clear Gains, Increaſe, Benefit and Profit which have been made in and by the ſaid joint Stock and Trade, during the foregoing Half Year to that Preſent Time, that ſo a juſt and true State of the ſaid Stock and Trade may appear, and what hath been made thereof that ſame Half Year; *And alſo* that the ſaid Parties, or either of them, ſhall or may then, at and upon the Making up, Stating and Finiſhing of every ſuch Half-yearly Account, have, receive and take to his and their own proper Uſe and Behoof, his and their Part and Share of the clear Increaſe, Gains and Profits made out of and by the ſaid joint Stock and Trade, according to their reſpective Shares and Intereſt therein, (that is to ſay) Five Eighth Parts thereof to be had, received and taken by the ſaid *G. S.* his Executors or Adminiſtrators; and the other three remaining Eighth Parts thereof by the ſaid *S. C.* his Executors or Adminiſtrators; which ſaid Account ſo Half-yearly to be ſtated and made up, during the Continuance of the ſaid Copartnerſhip, ſhall be from Time to Time entered into two ſeveral Books reſpectively, for either of the ſaid Parties to have one of them, and unto which the ſaid Parties ſhall ſet and ſubſcribe both their Names; and

Except he that gives ſuch Releaſe ſhall bring ſuch Monies into the joint Caſh within ſeven Days.

That neither of the Parties ſhall be Bail, or enter into any Bond, &c. without the Conſent of the other.

Twice in every Year the Accounts are to be made up.

The Parties ſhall, at the Making up every Half-yearly Account, have to their own Uſe their Part of the Profit made out of the joint Stock;

which ſaid Account ſhall be entred in two Books, and to which the Parties ſhall ſet their Names, and the Accounts ſhall not at any Time then after ſo entred into the ſaid Books, and ſubſcribed by both Parties, be called in Queſtion, unleſs for ſome Error.

the ſaid Half-yearly Accounts ſhall not, at any Time then after ſo entered into the ſaid two Books, and ſubſcribed by both the ſaid Parties, be called into Queſtion to any new Account for any Thing therein accounted for, unleſs for ſome ſpecial Error or Overſight plainly appearing therein to have eſcaped; *And alſo* that at the End of the ſaid Copartnerſhip a final and general Account ſhall be made by and between the ſaid Copartners, their Executors and Adminiſtrators, of, for and concerning the ſaid joint Stock, and all Gains, Debts, Loſſes and Charges thereby ariſing; and thereupon a true and exact Diviſion ſhall be made between them of the ſaid Stock, and of all Gains and Produce thereof, ariſing in and by Reaſon of the ſaid joint Stock and Trade, according and in Proportion to their ſaid reſpective Shares and Intereſts therein, (that is to ſay) Five Eighth Parts thereof to the ſaid *G. S.* his Executors or Adminiſtrators, and the other three remaining Eighth Parts thereof to the ſaid *S. C.* his Executors or Adminiſtrators, (all Debts by them or either of them owing, and uſed in the ſaid joint Trade, and all Loſſes happening and ariſing in or by Reaſon of their joint Trade, according to the true Meaning of the ſaid Parties, and of theſe Preſents, being thereout firſt deducted and allowed) which Debts and Loſſes they the ſaid Parties do hereby ſeverally covenant and agree to and with each other, to bear, pay and allow in juſt and true Proportions, according to their reſpective Shares in the ſaid joint Stock, (that is to ſay) Five Eighth Parts to be born and paid by the ſaid *G. S.* his Executors or Adminiſtrators, and the three remaining Eighth Parts thereof by the ſaid *S. C.* his Executors or Adminiſtrators, according to the true Intent and Meaning of theſe Preſents; *And* it is fully concluded, declared and agreed, by and between the ſaid Parties to theſe Preſents, ſeverally and reſpectively by theſe Preſents, that Survivorſhip ſhall take no Place or Effect in or for any Matter or Thing concerning the ſaid joint Trade and Dealing, againſt the other of them the ſaid Parties; any Law, Cuſtom, Uſage, Matter or Thing whatſoever to the contrary thereof in any wiſe notwithſtanding; *And alſo* that if either of them the ſaid Parties ſhall depart this Life before the Expiration of the ſaid Term of ſeven Years, that then the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall well and truly

At the End of the Partnerſhip a general Account and a true Diviſion ſhall be made between the Partners of the joint Stock, &c. according to their Intereſt therein.

All Debts and Loſſes being firſt deducted and allowed.

Which the Parties covenant to bear, pay, and allow according to their Shares, &c.

Survivorſhip to take no Place or Effect.

If either of the Parties dies before the Expiration of the ſeven Years, then the Survivor, &c. ſhall pay to the Executors, &c. of the Party deceaſing, the Value of the Share of the Party deceaſing, according to the Proportion of the Party deceaſing in the ſaid Stock.

pay or cauſe to be paid unto the Executors or Adminiſtrators of the Party deceaſing, in Money, the full Value of the Share or Intereſt of the Party deceaſing, according to the Proportion of ſuch deceaſing Party in the ſaid Stock and Eſtate, that is to ſay, Five Eighth Parts to the Executors or Adminiſtrators of the ſaid *G. S.* and three Eighth Parts to the Executors or Adminiſtrators of the ſaid *S. C.* as it ſhall appear to conſiſt of by the laſt Half-yearly Receipt and Account caſt up and entered into the aforeſaid two Books for that Purpoſe, and ſigned by them the ſaid Parties (the deſperate Debts only excepted) in ſuch Manner and Form as is herein after expreſſed, (that is to ſay) One Third Part thereof at the End of ſix Months next enſuing the Death of ſuch of the ſaid Parties hereunto, as ſhall happen firſt to depart this Life, one other Third Part thereof at the End of twelve Months next enſuing the Death of ſuch Party firſt dying, and the other Third Part thereof at the End of eighteen Months next enſuing the Death of ſuch Party ſo firſt dying; *And alſo* that the ſurviving Partner ſhall give ſufficient and good Security to the good Liking of the Executors or Adminiſtrators of the Party deceaſing, by Bond, to be duly executed, within thirty Days next enſuing the Death of the Party deceaſing, to the Executors or Adminiſtrators of the Party deceaſing, for the Payment of the Value of the Share and Proportion of the ſaid deceaſing Party of the ſaid Stock and Eſtate accordingly: *Nevertheleſs* it is agreed and concluded that the deſperate Debts ſhall be divided by and between the ſurviving Party and the Executors or Adminiſtrators of the Party deceaſing from Time to Time, as they ſhall be recovered and received in; and that the Charges of recovering and receiving in of the ſaid deſperate Debts, and alſo the Charge of ſuch Suits as ſhall be commenced, but not finiſhed during the Life-time of both the ſaid Parties, ſhall be carried on and equally born, paid and allowed by and between the Party ſurviving and the Executors or Adminiſtrators of the Party deceaſing, according to the Proportions and Shares afore-mentioned; *And alſo* that if either of the ſaid Parties hereunto ſhall happen to depart this Life before the firſt Receipt or Caſting up of the ſaid Half-yearly Account of the ſaid Stock and Eſtate by and between them the ſaid Parties, which

(Deſperate Debts excepted)

Times of Payment.

The ſurviving Partner ſhall give Security to the Liking of the Executors, &c. of the Party deceaſing, by Bond, within thirty Days, &c. for Payment of the Share of the deceaſing Partner of the ſaid Stock.

The deſperate Debts ſhall be divided between the ſurviving Party and the Executors, &c. of the Party deceaſing, and that the Charges of receiving of ſuch Debts, and the Charges of ſuch Suits as ſhall be commenced, but not finiſhed during the Life-time of both Parties, ſhall be carried on and equally born by the Party ſurviving and the Executors, &c. of the Party deceaſing. If either of the Parties die before the firſt Caſting up of the Half-yearly Account of the ſaid Stock, then the Survivor, &c. ſhall pay to the Executors, &c. of the Party deceaſing, in Money, the Value of the Share of the Party ſo dying, without any Profit for the ſame.

is to be made and done between the —— Day of —— and the —— Day of —— next enſuing the Date of theſe Preſents, that then in ſuch Caſe the Survivor of them the ſaid Parties hereunto, his Executors or Adminiſtrators, ſhall well and truly pay or cauſe to be paid unto the Executors or Adminiſtrators of the Party deceaſing, in Money, the Value of the Share or Proportion of the Party ſo dying, without any Profit of or for the ſame, in Manner and Form following; that is to ſay, One Third Part thereof at the End of four Months next enſuing the Death of ſuch Party ſo firſt dying, one other third Part thereof at the End of eight Months next enſuing the Death of the Party ſo firſt dying, and the other Third thereof at the End of twelve Months next enſuing the Death of the Party ſo firſt dying; and ſhall give good and ſufficient Security to the good Liking of the Executors or Adminiſtrators of the Partner ſo firſt deceaſing, by Bond, to be duly executed, within thirty Days next enſuing the Death of the Partner ſo firſt deceaſing for Payment of the Share or Proportion of the Party ſo deceaſing, of the ſaid principal Stock accordingly. *And* it is alſo covenanted, concluded and agreed by and between them the ſaid Parties to theſe Preſents, for them, their Executors and Adminiſtrators reſpectively, that the Executors or Adminiſtrators of the Party deceaſing ſhall not do or commit any manner of Act, Matter or Thing, whereby the Survivor of them the ſaid Parties ſhall or may be impeached or hindred in the recovering, taking and receiving the whole Eſtate and Debts in the ſaid joint Trade, after Security ſhall be given in either of the Caſes aforeſaid, to the Executors or Adminiſtrators of the Party deceaſing; for Payment of the Share or Proportion of the Party deceaſing, of the ſaid joint Stock or Eſtate, in Manner and Form aforeſaid; any Thing afore-mentioned to the contrary notwithſtanding: *Provided* always, and it is conditioned, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, that if the Executor or Adminiſtrator, Executors or Adminiſtrators of the Party firſt dying, ſhall, within twenty Days next after the Death of the Partner firſt dying, make his, her or their Requeſt to the Partner ſurviving, to continue his, her or their Stock in the ſaid Trade for all the then Remainder of the ſaid

Times of Payment.

And ſhall give Security to the Liking of the Executors, &c. by Bond, within thirty Days, &c. for Payment of the Share of the Party ſo deceaſing, of the ſaid Stock.

The Executors, &c. of the Party deceaſing, ſhall not do any Act whereby the Survivor of the Parties ſhall be hindred in recovering the Eſtate and Debts in the joint Trade, after Security given in either of the Caſes aforeſaid, &c.

If the Executors, &c. of the Party firſt dying ſhall, within twenty Days after the Death of the Partner firſt dying, make their Requeſt to the Partner ſurviving, to continue their Stock in the Trade, &c. on the Terms herein contained, it ſhall be lawful for ſuch Executors, &c. to continue in the Trade, ſuch Executors paying for an extraordinary Clerk to be employed in the Trade, who ſhall give Security for his faithful Service therein.

Term of the ſaid Copartnerſhip, on the Terms and Agreements herein contained, that then it ſhall and may be lawful for ſuch Executor or Adminiſtrator, Executors or Adminiſtrators of the Party deceaſed, to remain and continue in the ſaid Trade for the then Remainder of the ſaid Term of the ſaid Copartnerſhip, on the Terms and Agreements herein contained, ſuch Executor or Adminiſtrator, Executors or Adminiſtrators of the Party deceaſing bearing and paying for an extraordinary Clerk to be imployed in the Service of the ſaid Copartners in Trade during ſuch Continuance, who ſhall give ſuch good Security for his true and faithful Service therein, as ſhall be approved by the Party ſurviving and the Executor or Adminiſtrator, Executors or Adminiſtrators of the Party deceaſing; the

The extraordinary Clerk to be choſen by two indifferent Perſons, &c.

ſaid extraordinary Clerk to be elected and choſen by two indifferent Perſons, one of the ſaid two indifferent Perſons to be choſen by the Party ſurviving within ten Days next after ſuch Requeſt as aforeſaid ſhall be made by the Executor or Adminiſtrator, Executors or Adminiſtrators of the Party firſt deceaſing; and the other of the ſaid two indifferent Perſons to be choſen by the Executor or Adminiſtrator, Executors or Adminiſtrators of the Party firſt deceaſing likewiſe within ten Days next after ſuch Requeſt as aforeſaid ſhall be made; and the ſaid two Perſons ſo to be choſen are hereby deſired and authorized to elect and chuſe ſuch extraordinary Clerk for the Continuance of the ſaid Trade who ſhall give Security as aforeſaid, as they ſhall think fit, within fourteen Days next after they the ſaid two indifferent Perſons ſhall be ſo choſen as aforeſaid; and if the ſaid two indifferent Perſons ſhall not within the ſaid Time to them limited elect and chuſe a fit Perſon for ſuch extraordinary Clerk, who ſhall give Security as aforeſaid, then the ſaid two indifferent Perſons are hereby requeſted and authorized to elect and chuſe a third Perſon within twenty-one Days next after the ſaid two indifferent Perſons ſhall be choſen, and that third Perſon who ſhall be ſo choſen by the ſaid two indifferent Perſons, is hereby requeſted and authorized to elect and chuſe a fit Perſon for ſuch extraordinary Clerk, for the Continuance of the ſaid Copartnerſhip, within ſix Days next after the ſaid third Perſon ſhall be choſen by the ſaid two indifferent Perſons as aforeſaid, ſuch Clerk giving ſuch good Security as aforeſaid;

Such Clerk the Parties, &c. agree to accept of and employ in the ſaid Trade.

any Thing herein contained to the contrary thereof in any wiſe notwithſtanding; and ſuch Clerk who ſhall be ſo elected and choſen either by the ſaid two indifferent Perſons, or by the ſaid third Perſon who ſhall be by them choſen, each of the ſaid Parties to theſe Preſents, for themſelves, their Executors and Adminiſtrators, do agree and promiſe to accept of and imploy in the ſaid Trade to confide in for their joint Account during ſuch Continuance of the ſaid Copartnerſhip, as ſhall be requeſted by the Executor or Adminiſtrator, Executors or Adminiſtrators of the Party firſt deceaſing. *And* it is further declared and agreed by and between the ſaid Parties to theſe Preſents, that if at any Time or Times hereafter any Ambiguity, Doubt, Queſtion or Controverſy ſhall happen to ariſe, come or grow between the ſaid Parties to theſe Preſents, their or either of their Executors or Adminiſtrators, for, touching or concerning any Matter or Thing about the ſaid joint Trade or Dealing, or for or about or by Reaſon of any Clauſe, Covenant, Article, Matter or Thing herein contained, or for or concerning the reſpective Intereſts of the ſaid Parties hereunto, their or either of their Executors or Adminiſtrators, of, in or to the aforeſaid Meſſuage or Tenement, Brew-houſe and Premiſſes, and the Leaſe thereof, or for or concerning any other Matter or Thing relating to the ſaid Copartnerſhip, either before or at the Concluſion or Expiration of the ſaid Copartnerſhip, which ſhall not be ended by or between themſelves within twenty Days then next following at the furtheſt, that then from Time to Time, as often as any ſuch Ambiguity, Doubt, Queſtion or Controverſy ſhall ariſe or grow as aforeſaid, and the ſaid twenty Days expired, either of the ſaid Parties to theſe Preſents, his and their Executors and Adminiſtrators, for his and their Parts, ſhall and will ſubmit the Hearing and Determination thereof unto three indifferent Men of the Trade or Myſtery of Brewers, or any two of them, whereof one ſhall be choſen by the ſaid *G. S.* his Executors or Adminiſtrators, one other ſhall be choſen by the ſaid *S. C.* his Executors or Adminiſtrators, and the third ſhall be choſen by the ſaid two indifferent Men, which ſhall be ſo choſen by the ſaid Parties hereunto as aforeſaid, within thirty Days next after any ſuch Controverſy ſhall happen; and the ſaid three indifferent Men of the ſaid Trade or Myſtery of Brewers ſo to be choſen as aforeſaid, or any two of them, are hereby authorized from Time to Time to decide and determine the ſame Differences and Controverſies within fourteen Days next after they ſhall be choſen as aforeſaid; and either of the ſaid Parties to theſe Preſents, his Executors and Adminiſtrators, ſhall ſtand to and perform ſuch Award and Order as the ſaid three indifferent Men ſo to be choſen as aforeſaid, or any two of them,

Controverſies to be ſubmitted to Arbitrators, &c.

ſhall make and ſet down in Writing under their or any two of their Hands and Seals, ready to be delivered to the ſaid Parties, their Executors and Adminiſtrators reſpectively, within fourteen Days next after the ſaid two indifferent Men ſhall be choſen as aforeſaid : *And* it is hereby further concluded, covenanted and agreed by and between the ſaid Parties to theſe Preſents, that in Caſe the ſaid *S. C.* ſhall be minded to continue in the ſaid joint Trade or Dealing after the End of the ſaid ſeven Years, and to have one or more eighth Part of the ſaid joint Stock or Intereſt in the ſaid Trade, and ſhall two Months before the End of the ſaid ſeven Years, for which the preſent joint Trade, Dealing and Copartnerſhip are hereby eſtabliſhed, ſignifie his Deſire in Writing under his Hand and Seal to the ſaid *G. S.* to have one more eighth Part of the Stock and Intereſt in the ſaid joint Trade, and to continue in the ſaid joint Trade, Dealing and Copartnerſhip from the End of the ſaid ſeven Years, for ſuch further Time or Term as the ſaid *G. S.* ſhall have then to come and unexpired in the preſent or in any future Leaſe of the ſaid Brew-houſe and Premiſſes which ſhall be then in Being, that then and in ſuch Caſe the ſaid *S. C.* ſhall at the End of the ſaid ſeven Years be admitted unto one more eighth Part of the ſaid joint Trade and Dealing, upon Payment of 50 *l. Premium* to the ſaid *G. S.* or his Wife, and of one eighth Part of the joint Stock which ſhall then be in the ſaid joint Trade and Dealing, unto the ſaid *G. S.* according to a Reſt or Account to be made and taken of the ſaid joint Stock then in Trade for that Purpoſe by two indifferent Perſons, one to be choſen and named by the ſaid *G. S.* and the other by the ſaid *S. C.* and upon Payment of ſuch eighth Part of the ſaid joint Stock to the ſaid *G. S.* that then the Copartnerſhip, joint Trade and Dealing ſhall continue to be carried on from the End of the ſaid ſeven Years hereby agreed on, for ſuch further Time or Term as the ſaid *G. S.* ſhall have then to come in the ſaid Brew-houſe and Premiſſes upon and under the ſame Covenants, Articles, Proviſoes and Agreements as are herein contained, but for the equal Benefit and Advantage of both the ſaid Parties to theſe Preſents, that is to ſay, one half Part or Moiety of the ſaid joint Trade or Dealing for the Benefit of the ſaid *G. S.* his Executors and Adminiſtrators, and the other half Part or Moiety thereof for the Benefit of the ſaid *S. C.* his Executors and Adminiſtrators: *And laſtly*, the ſaid Parties to theſe Preſents do hereby agree, that they or either of them ſhall

In Caſe *S. C.* ſhall be minded to continue in the joint Trade after the End of the ſeven Years, and have one more Eighth of the Stock and Intereſt in the Trade, &c. then he ſhall be admitted into one more Eighth of the joint Trade upon Payment of 50 l. Premium, &c. and of one Eighth of the joint Stock, &c. according to an Account to be taken thereof by two indifferent Perſons, &c. and upon Payment of ſuch Eighth, then the Copartnerſhip ſhall be carried on from the End of the ſeven Years for ſuch further Time as *G. S.* ſhall have then to come in the ſaid Brew-houſe, upon the ſame Agreements as are herein contained, but for the equal Benefit of both Parties.

The Parties agree not to do any Act to defeat theſe Preſents.

not nor will at any Time or Times hereafter make, do, commit, ſuffer or omit to be done, any Manner of Act, Deed, Matter or Thing whatſoever, whereby or wherewith to defeat or defraud, or diſappoint the true Intent and plain Meaning of theſe Preſents, or of any Part thereof. *In Witneſs*, &c.

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## *An Agreement to incloſe and adorn a Piece of Ground.*

WHereas ſeveral able Workmen have made Propoſals to incloſe and adorn G. Square in the County of *Middleſex*, with Wood; *And whereas* ſeveral of the Proprietors and Inhabitants of the ſaid Houſes in the ſaid Square, and of the four corner Houſes, whoſe Side front the Square, have met ſeveral Times, and conſidered of the ſaid Propoſals, and upon the neareſt Computation, according to the ſaid Propoſals, including the Painting and Making up of the Garden, and Paving ſome Part of the ſaid Square, as herein after mentioned, together with ſome ſmall incident Charges, it will amount to the Sum of —— *And whereas* it hath been propoſed that the ſaid Sum of —— ſhould be raiſed by a voluntary Rate or Subſcription on the ſaid ſeveral Houſes in the ſaid Square, and on the ſaid four corner Houſes, in reſpect to the ſide Front fronting the ſaid Square only, by an equal Rate or Subſcription of ſo much a Foot, according to the Number of Feet in the Front of each Houſe in the ſaid Square and ſide Front of each of the ſaid four corner Houſes, the Number of Feet of each Houſe being hereunder written, and to make up the ſaid Sum of —— the ſame will amount to —— *per* Foot *per* Houſe, the Computation of the whole being —— Feet and —— Inches; *And whereas* the ſaid Proprietors and Inhabitants have accepted of the Propoſals of *P. W.* Carpenter, to incloſe and adorn the ſaid Square, which, together with the ſaid Garden, Paving, ſecond Painting, and other ſmall incident Charges (which the ſaid *P. W.* is to diſcharge) will amount to the ſaid Sum of —— *Now* the ſaid *P. W.* doth for himſelf, his Executors and Adminiſtrators, (in Conſideration of the Covenant herein after mentioned to be made on the Behalf of the ſaid reſpective Proprietors and Inhabitants, to pay the ſaid —— according to the Proportions herein after mentioned) covenant, promiſe and agree to and with the ſaid Proprietors reſpectively by theſe Preſents, that he the ſaid *P. W.* his Executors or Adminiſtrators; ſhall and will, on or before the —— Day of —— next enſuing the Date of theſe Preſents, at his own proper Coſts and Charges, incloſe the ſaid Square upon the ſame Place where the old Foundation was, ſave that four Corners of the ſaid Square are to be canted off, to make the more Room for Coaches, in Manner herein after mentioned, (that is to ſay) That the ſaid Foundation is to be a Brick and Half Wall of the beſt Greyſtocks, and to be carried on —— Foot —— Inches, above the Ground, the Railing to be with Oak Poſts and Rails, and Deal Bars, with —— Oak Poſts to keep off Coaches, top and bottom Rails of Oak —— Inches by —— Inches, middle Poſts of Oak —— Inches Square, Gate Poſts of Oak —— Inches ſquare, Deal Bars —— Inches and Half ſquare, —— Foot wide, with the Poſts; all the whole Work to be painted —— Times in Oil, Town Locks, Keys and Hinges to the Doors, very good and ſubſtantial; *All* the ſaid Works to be done and finiſhed in a compleat, good and Workman-like Manner, together with the Pavement to be made good at the four Corners only with good Stones, in a Workman-like Manner: *And further*, that he the ſaid *P. W.* his Executors or Adminiſtrators ſhall and will within the ſame Time, and for the ſame Conſideration, make or cauſe to be made up the Garden within the ſaid intended Incloſure, and to paint the ſaid Work at the End of the firſt three Years, to commence from the ſaid —— Day of —— next, twice in Oil, or to depoſit the Sum of —— into Hands of one of the ſaid Proprietors as ſhall be choſe by the Major Part thereof, to be laid out for the Purpoſe aforeſaid; the Whole of the ſaid Works to be done according to two ſeveral Plans marked with the Letters *A. B.* and ſubſcribed by the ſaid *P. W.* *And* the ſaid Proprietors and Inhabitants, who ſhall execute this Inſtrument, do for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators only, and not one for the other or for the Heirs, Executors or Adminiſtrators of the other, but each for himſelf, his reſpective Heirs, Executors and Adminiſtrators only and no further, covenant, promiſe and agree to and with the ſaid *P. W.* his Executors and Adminiſtrators by theſe Preſents (in Conſideration that perthe ſaid *P. W.* his Executors or Adminiſtrators do and ſhall form the ſaid Works within the Time before mentioned in a Workman-like and ſubſtantial Manner, according to the Covenant of the ſaid *P. W.* and the true Meaning of theſe Preſents) that they the ſaid Proprietors and Inhabitants reſpectively ſhall pay or cauſe to be paid the ſeveral Sums of Money wrote againſt the reſpective Names of the ſaid ſeveral Proprietors or Inhabitants according to the ſeveral Dimenſions of the ſaid Houſes, and the ſaid four corner Houſes, as in the Schedule here-under are mentioned, within fourteen Days after the ſaid Works ſhall be compleated and finiſhed in a good and Workman-like Manner as is herein before mentioned, and according to the true Meaning of theſe Preſents: *Provided* always, that in Caſe all the ſaid Proprietors or Inhabitants ſhall not execute this Deed within a reaſonable Time from the Date of theſe Preſents, then the ſaid *P. W.* his Executors and Adminiſtrators, ſhall be at Liberty upon giving Notice in Writing ſigned with his Name to two of the ſaid Proprietors, informing them that he cannot get a ſufficient Number of the ſaid Proprietors to execute theſe Preſents, ſo as to encourage the ſaid *P. W.* his Executors, or Adminiſtrators to begin the ſaid Works, then, from and after ſuch Notice ſo to be given as aforeſaid, the reſpective Covenants herein before mentioned, as well on the Part and Behalf of the ſaid *P. W.* as the ſaid Proprietors and Inhabitants, ſhall be void and of none Effect, and every Article, Clauſe and Thing herein before written, ſhall ceaſe and determine; any Thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding: *Provided alſo*, and it is hereby declared and agreed, and the ſaid *P. W.* for himſelf, his Executors and Adminiſtrators, doth hereby conſent, declare and agree, that for and notwithſtanding the Contract for doing the ſaid Works by theſe Preſents made, he the ſaid *P. W.* his Executors and Adminiſtrators, ſhall and will, at the Requeſt of four of the ſaid Proprietors to be made in Writing, and ſigned with their reſpective Names, and left at the now Dwelling-houſe of the ſaid *P. W.* in —— within fourteen Days after the ſaid Works ſhall be compleatly finiſhed as aforeſaid, ſubmit all the ſaid Works to Meaſure and Value, as in the like Caſes are uſual; any Thing in theſe Preſents contained to the contrary thereof in any Wiſe notwithſtanding. *And* it is hereby further agreed by and between the ſaid Proprietors and Inhabitants, that in Caſe the before Agreement ſhall not take Effect, that humble Application be made to Parliament, as ſoon as conveniently may be, for obtaining an Act of Parliament for the incloſing and adorning the ſaid Square, and for raiſing ſuch Sums of

Money, and to make ſuch Rates upon the ſaid Proprietors and Inhabitants as in the like Caſes are uſual; and for that Purpoſe a proper Petition is to be prepared, and the ſaid Proprietors who execute theſe Preſents, reſpectively promiſe to ſign ſuch Petition, and to contribute according to their reſpective Eſtates and Intereſts, towards the Charge of obtaining ſuch Act, the ſame being to be re-paid the ſaid Proprietors and Inhabitants out of the Money to be raiſed by ſuch Act. *In Witneſs*, &c.

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## *An Agreement to take Intereſt at* 3 l. 10s. per Cent. *inſtead of* 4 l. per Cent. *to be inſerted in a Mortgage.*

AND *laſtly*, it is hereby declared and agreed by and between the ſaid *A. B.* and *C. D.* that if the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, do and ſhall yearly and every Year from Time to Time, and for ſo long Time as the ſaid principal Sum of 7000 *l.* or any Part thereof ſhall remain due and owing to the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, upon this preſent Mortgage and Security, well and truly pay or cauſe to be paid unto ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns by equal half-yearly Payments upon the —— Day of —— and —— Day of —— in every Year, or within forty-two Days next after every of the ſame Half-yearly Days of Payment, the yearly Sum of 245 *l.* of lawful Money of *Great Britain*, for Intereſt of the ſaid whole principal Sum of 7000 *l.* being after the Rate of 3 *l.* 10 *s.* in the hundred by the Year, and ſo proportionably after that Rate, for ſo much of the ſaid Sum of 7000 *l.* as ſhall at any Time remain due or owing on this preſent Security as aforeſaid; then and in ſuch Caſe, he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time receive and accept of the ſame, in Lieu and Satisfaction of and for all Intereſt herein before provided and covenanted to be paid for the ſaid Principal Sum of 7000 *l.* after the Rate of 4 *l.* 10 *s.* in the Hundred by the Year, in Manner herein before mentioned; and ſhall and will from Time to Time give Receipts and Diſcharges for the ſame accordingly, in ſuch Manner as if the whole Intereſt of the ſaid 7000 *l.* or ſo much thereof as ſhall remain due and owing, after the Rate of 4 *l.* 10 *s.* in the Hundred by the Year, were actually paid; any Covenant, Proviſo or Agreement herein before contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

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## *An Agreement for a Member of Parliament to waive his Privilege; to be inſerted in a Mortgage.*

AND the ſaid *T. V.* in Purſuance of the Agreement made between him and the ſaid *F. G.* upon his conſenting to continue the ſaid 3100 *l.* and lending the ſaid 400 *l.* hath waived, and by theſe Preſents he the ſaid *T. V.* doth waive his Privilege of Parliament as a Member of this preſent Parliament, and alſo of any future Parliament whereof he ſhall or may be a Member, as to any Suit, Proceſs or Proceedings to be commenced, ſued or proſecuted againſt him the ſaid *T. V.* either in Law or Equity, by the ſaid *F. G.* his Executors, Adminiſtrators or Aſſigns, for Recovery of the ſaid Sum of 3500 *l.* principal Money, or the Intereſt thereof, or any Part thereof; *And* the ſaid *T. V.* in further Purſuance of the ſaid Agreement, doth hereby declare and agree to and with the ſaid *F. G.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *T. V.* ſhall not, nor will at any Time hereafter inſiſt upon or take up again his Privilege of Parliament as a Member of this preſent Parliament, or of any future Parliament whereof he ſhall or may be a Member, in any ſuch Suit, Proceſs or Proceedings to be commenced, ſued, brought or proſecuted againſt him the ſaid *T. V.* for Recovery of the ſaid Monies before mentioned to be ſecured, or any Part thereof, or the Intereſt thereof, in any Manner howſoever.

# Appointments.

## *A Deed of Appointment, by a Man and his Wiſe, of the Intereſt of* 20000 l. *to pay* 4000 l. *with Intereſt and Coſts.*

Recital of a Mortgage for 500 Years, for ſecuring 20000 l. and Intereſt.

To *all Perſons* to whom theſe Preſents ſhall come, *A. B.* of, *&c.* and *W.* his Wife ſend Greeting: *Whereas* by Indenture Quadripartite, bearing Date on or about the —— Day of —— which was in the Year of our Lord 1725 made or mentioned to be made between *C. D.* of, *&c.* (one of the Daughters and Coheirs of *J. B.* late of, *&c.*) *D. D.* of, *&c.* Son and Heir apparent of the ſaid *C. D.* of the firſt Part, *E. F.* of, *&c.* the other Coheir of the ſaid *J. B.* and of *H. B.* being Grandſon and Heir of *J. L.* another Daughter of the ſaid *J. B.* of the ſecond Part, the ſaid *A. B.* by the Name of *A. B.* of, *&c.* (Son and Heir of *K. B.* Eſquire, deceaſed, who was next Brother of the ſaid *J. B.*) and *L. B.* of, *&c.* (Son of the ſaid *K. B.* deceaſed) of the third Part, and *W. W.* of, *&c.* and *V. W.* of, *&c.* of the fourth Part, *Reciting*, that by Articles of Agreement indented, bearing Date the —— Day of —— then laſt paſt, made or mentioned to be made between the ſaid *C. D.* the ſaid *D. D.* and *E. F.* of the one Part, and the ſaid *A. B.* and *L. B.* of the other Part, the ſaid *C. D.* and *D. D.* at the Requeſt of the ſaid *E. F.* (teſtified by his ſealing the ſaid Articles) did jointly and ſeverally covenant, promiſe and grant to and with the ſaid *A. B.* and *L. B.* that they the ſaid *C. D.* and *D. D.* would before the —— Day of —— then inſtant, pay or cauſe to be paid or anſwered either in Money or Securities, to the Satisfaction of the ſaid *A. B.* and *L. B.* the Sum of 20000 *l.* to the ſaid *W. W.* and *V. W.* *Upon Truſt* that the ſaid Sum of 20000 *l.* ſhould with all convenient Speed be laid out by them the ſaid *W. W.* and *V. W.* or the Survivor of them, his Executors or Adminiſtrators, with the Conſent, Approbation and Direction of the ſaid *A. B.* and *L. B.* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, in the purchaſing of Lands, Tenements or Hereditaments of Inheritance within that Part of *Great Britain* called *England*, which ſhould at the Coſts and Charges of the ſaid *A. B.* be ſettled to the Uſe of the ſaid *A. B.* for his Life, without Impeachment of Waſte, Remainder to the firſt and other Sons of the ſaid *A. B.* in Tail Male, with divers Remainders over. *And* it was further by the ſaid Articles of Agreement declared and agreed by and between the ſaid Parties to the ſame, that the ſaid Sum of 20000 *l.* until the ſame ſhould be laid out in ſuch Purchaſe, ſhould and might be continued or placed out upon Securities at Intereſt, and the Intereſt and Proceed go and be paid to ſuch Perſon and Perſons, Intents and Purpoſes, in ſuch Courſe, Order and Manner, as the Profits of ſuch Lands when purchaſed ought to go and be received: *And further* reciting by the ſaid Articles, that all the ſaid ſeveral Parties thereto had agreed and deſired that the ſaid Sum of 20000 *l.* ſo intended as aforeſaid to be laid out and veſted in the Purchaſe of Lands to be ſettled to the ſeveral Uſes and Purpoſes aforeſaid, ſhould be kept intire, and until ſuch Purchaſe could be made therewith, ſhould be placed out upon Securities at Intereſt according to the Purport of the ſaid Articles of Agreement; it was by the ſaid Quadripartite Indenture witneſſed, and for the Conſiderations aforeſaid, and to ſecure the Payment of the ſaid 20000 *l.* and Intereſt to the Uſes, Intents and Purpoſes as aforeſaid, the ſaid *C. D.* and *D. D. Did* by the ſaid Quadripartite Indenture bargain, ſell and demiſe to the ſaid *W. W.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, *All* that Moiety, *&c.* and the Reverſion and Reverſions, Remainder and Remainders of the ſaid Moiety or half Part of all the ſaid Premiſſes; *To hold* to the ſaid *W. W.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſaid Quadripartite Indenture for the Term of 500 Years, without Impeachment of Waſte, with a *Proviſo* that if the ſaid *C. D.* and *D. D.* or either of them, ſhould pay or cauſe to be paid to the ſaid *W. W.* and *V. W.* the Sum of 21000 *l.* in Manner following, *viz.* 500 *l.* on the —— Day of —— then next, and 20500 *l.* on the —— Day of, *&c.* without any Deduction whatſoever, then the ſaid Quadripartite Indenture and the Term thereby granted ſhould ceaſe and be void, as by the ſaid Indenture, Relation being thereunto had, may amongſt other Things more at large appear: *And whereas O. P.* of, *&c.* hath advanced and paid the Sum of 4000 *l.* to the Uſe of the ſaid *A. B.* purſuant to his Order for that Purpoſe; *Now theſe Preſents witneſs*, that for and in Conſideration of the ſaid Sum of 4000 *l.* of lawful

Of advancing 4000 l.

Conſideration.

Money of *Great Britain* unto the ſaid *A. B.* by the ſaid *O. P.* before the Enſealing and Delivery of theſe Preſents well and truly paid, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *O. P.* his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *A. B.* hath ordered, directed and appointed, and by theſe Preſents *Doth* order, direct and appoint the ſaid *C. D.* and *D. D.* and the Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, to pay or cauſe to be paid all and every ſuch Sum and Sums of Money as now are, or at any Time or Times hereafter ſhall accrue, become or grow due for the Intereſt of the ſaid 20000 *l.* now remaining in the Hands of the ſaid *C. D.* and *D. D.* or one of them, unto the ſaid *O. P.* his Executors, Adminiſtrators and Aſſigns, until he the ſaid *O. P.* ſhall thereout be fully paid and ſatisfied the ſaid Sum of 4000 *l.* with lawful Intereſt for the ſame from the Day of the Date of theſe Preſents, together with ſuch Coſts, Charges and Expences as he the ſaid *O. P.* ſhall ſuſtain or be put unto in or about the receiving of the ſame, or in Purſuance of theſe Preſents, without any Deduction, Defalcation or Abatement, for or in Reſpect of any Parliamentary or other Taxes, Charges or Impoſitions whatſoever: *And* the ſaid *A. B.* doth hereby order, conſent, covenant and agree, that the Receipt or Receipts, Acquittance and Acquittances of the ſaid *O. P.* for the Intereſt Money of the ſaid Sum of 20000 *l.* ſhall be good, valid and ſufficient Diſcharges for the Intereſt of the ſame 20000 *l.* until he the ſaid *O. P.* ſhall be thereout fully paid and ſatisfied the ſaid Sum of 4000 *l.* by him paid and advanced as aforeſaid, with lawful Intereſt for the ſame from this Day, together with his Coſts and Charges as aforeſaid; and that ſuch Receipts or Acquittances to be from Time to Time given and ſigned or executed by the ſaid *O. P.* for ſuch Intereſt Money, as the ſame ſhall become due and be paid to him, ſhall be allowed by the ſaid *A. B.* during his Life, and by his Heirs, Executors, Adminiſtrators and Aſſigns, and by all and every other Perſon and Perſons claiming any Right or Title in or to the ſaid Sum of 20000 *l.* and the Intereſt thereof, from and after the Deceaſe of the ſaid *A. B.* and ſhall be valid, good and effectual againſt him, her, them and every of them; and in Caſe the ſaid Sum of 20000 *l.* ſhall happen to be laid out in the Purchaſe of Lands and Tenements before the ſaid Sum of 4000 *l.* with Intereſt,

The Huſband's Appointment of the Intereſt of the 20000 l. to pay the 4000 l. with Intereſt and Coſts.

tereſt, Coſts and Charges, ſhall be repaid to the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, then and in ſuch Caſe the ſaid *A.B.* doth hereby conſent, agree, declare and direct, that the Truſtee or Truſtees, in whoſe Name or Names ſuch Eſtate or Eſtates ſhall be purchaſed, and the ſeveral Tenants of ſuch Eſtate or Eſtates ſo to be purchaſed, ſhall apply and pay the Rents, Iſſues and Profits of ſuch Eſtate or Eſtates when purchaſed, unto the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, until the ſaid Sum of 4000 *l.* with Intereſt and Coſts, ſhall be fully paid and ſatisfied thereout. *And* the ſaid *A. B.* doth hereby covenant and agree, that he the ſaid *A. B.* his Heirs or Aſſigns ſhall and will give a full and ſufficient Power and Authority for him the ſaid *O. P.* to receive the ſame accordingly. *And theſe Preſents further witneſs*, that for the Conſideration aforeſaid, and alſo for and in Conſideration of the further Sum of 5 *s.* of lawful Money of *Great Britain* unto the ſaid *W. B.* Wife of the ſaid *A. B.* by the ſaid *O. P.* at and before the Enſealing and Delivery of theſe Preſents well and truly in Hand paid, the Receipt whereof is hereby acknowledged, ſhe the ſaid *W. B.* purſuant to the Power to her reſerved in and by one Indenture Tripartite, bearing Date, *&c.* made between the ſaid *A. B.* and the ſaid *W. B.* his Wife of the firſt Part, *W. W.* and *V. W.* of the ſecond Part, and *T. M.* and *N. E.* of the third Part, and purſuant to all other Powers enabling her in that Behalf by this preſent Deed in Writing by her ſigned and ſealed in the Preſence of three credible Witneſſes, whoſe Names are hereon indorſed and Witneſſes thereunto, *Hath* ordered, directed and appointed, and by theſe Preſents *Doth* order, direct and appoint the ſaid *T. M.* and *N. E.* and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, to pay or cauſe to be paid all and every ſuch Sum and Sums of Money as they or any of them ſhall from Time to Time receive for the Intereſt of the ſaid 20000 *l.* unto the ſaid *O. P.* his Executors, Adminiſtrators and Aſſigns, until he the ſaid *O. P.* ſhall be fully paid and ſatisfied the ſaid Sum of 4000 *l.* with lawful Intereſt for the ſame from the Day of the Date of theſe Preſents, together with ſuch Coſts, Charges and Expences as he the ſaid *O. P.* ſhall ſuſtain or be put unto in or about the receiving of the ſame, or in Purſuance of theſe Preſents: *And* the ſaid *W. B.* doth hereby declare, conſent, covenant, order and agree, that the Receipt and Receipts, Acquittance and Acquittances of the ſaid *O. P.* for the Intereſt Money of the ſaid Sum of 20000 *l.* ſhall be good, valid

The Wife's Appointment.

valid and ſufficient Diſcharges for the Intereſt of the ſame 20000 *l.* until he the ſaid *O. P.* ſhall thereout be fully paid and ſatisfied the ſaid Sum of 4000 *l.* with lawful Intereſt for the ſame from this Day, together with his Coſts and Charges as aforeſaid; and that ſuch Receipts or Acquittances to be from Time to Time given and ſigned or executed by the ſaid *O. P.* for ſuch Intereſt Money, as the ſame ſhall become due and be paid to him, ſhall be allowed by the ſaid *W. B.* during her Life, and by all and every other Perſon and Perſons claiming any Right or Title in or to the ſaid Sum of 20000 *l.* or the Intereſt thereof, from and after the Deceaſe of the ſaid *W. B.* and ſhall be valid, good and effectual againſt her, them and every of them. *In Witneſs*, &c. **P.**

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## *A Deed of Appointment by a married Woman of a Freehold Eſtate to her Husband for his Life, to take Effect immediately after her Deceaſe.*

Recital of a Settlement of the Eſtate.

TO *all to whom* theſe Preſents ſhall come, *A. B.* now the Wife of *B. B.* of, *&c.* Widow of *F. W.* late of, *&c.* and eldeſt Daughter of *W. J.* late of, *&c.* by *E.* his late Wife, *ſendeth Greeting: Whereas* by Indenture Tripartite bearing Date, *&c.* made or mentioned to be made between *P. C.* of, *&c.* of the firſt Part, the ſaid *W. J.* and *E.* his Wife of the ſecond Part, and *M. J.* of, *&c.* and *S. G.* of, *&c.* of the third Part, reciting as therein is recited, the ſaid *P. C.* for the Conſideration therein mentioned did, (by the Direction and Appointment of the ſaid *W. J.* and *E.* his Wife teſtified as therein is mentioned) in Purſuance of the Truſt in him the ſaid *P. C.* repoſed in and by the therein recited Indorſement, grant, bargain and ſell unto the ſaid *M. J.* and *S. G.* and their Heirs (amongſt other Things) the Pieces or Parcels of Ground, Meſſuages or Tenements herein after particularly mentioned; *To hold* the ſame (amongſt other Things) with their and every of their Appurtenances, unto the ſaid *M. J.* and *S. G.* their Heirs and Aſſigns for ever; *To* the ſeveral Uſes and for the Intents and Purpoſes, and ſubject to the Proviſoes therein and herein after in Part mentioned and declared, (that is to ſay) *To the Uſe* of the ſaid *W. J.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; *And* from and after the Deceaſe of the ſaid *W. J. To the Uſe* of the ſaid *E.* his Wife, for and during the Term of her natural Life; and from and after the Deceaſe of the Survivor of them the ſaid *W. J.* and *E.* his Wife, *Then as* for and concerning *All* that, *&c.* (inſert the Parcels) *To the Uſe* and Behoof of the ſaid *A. J.* (now the Wife of the ſaid *B. B.*) eldeſt Daughter of the ſaid *W. J.* and *E.* his Wife, for and during the Term of her natural Life; and from and after the Determination of that Eſtate, *To the Uſe* of the ſaid *M. J.* and *S. G.* during the Life of the ſaid *A. J.* (now *A. B.*) *Upon Truſt* to preſerve contingent Remainders; and from and after the Deceaſe of the ſaid *A. J.* (now *A. B.*) *To the Uſe* of the firſt and other Sons of the Body of the ſaid *A. J.* (now *A. B.*) lawfully to be begotten, and the Heirs of the Body of ſuch firſt and other Sons lawfully iſſuing ſucceſſively, and to take in Remainder one after the other; the elder of the ſame Sons and the Heirs of his Body iſſuing being always preferred before the younger of ſuch Son and the Heirs of his and their Body and Bodies iſſuing; and for want of ſuch Iſſue, Remainder to all and every the Daughter and Daughters of the Body of the ſaid *A. J.* (now *A. B.*) lawfully to be begotten, and of the Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing, equally to be divided between them (if more than one) Share and Share alike, as Tenants in Common, and not as Joint-tenants; and for want of Iſſue of any ſuch Daughter, then as to the Part or Share of ſuch of them whereof there ſhall be a Failure of Iſſue, *To the Uſe* of the other or others of them, and to the Heirs of her and their Body and Bodies lawfully to be begotten, in like Manner as Tenants in Common, and not as Joint-tenants; and for want of ſuch Iſſue, with divers Remainders over; in which ſaid Indenture Tripartite there is contained a Proviſo in the Words following, (that is to ſay) *Provided* always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful for the ſaid *A. J.* and *S. J.* when they ſhall reſpectively come into or be intitled to the immediate Poſſeſſion of the Meſſuages, Lands, Tenements and Premiſſes hereby to them reſpectively limited by any Deed or Writing, Deeds or Writings under their reſpective Hands and Seals, ſigned and ſealed in the Preſence of two or more credible Witneſſes, as well during Coverture after they ſhall be reſpectively married, as whilſt they ſhall be ſole and unmarried, to aſſign, limit and appoint all or any Part of the ſaid Pieces or Parcels of Ground, Lands, Meſſuages or Tenements and Premiſſes hereby to them reſpectively limited, to or for the Uſe of, or in Truſt for any Huſband or Huſbands which they ſhall reſpectively happen to marry, for and during the Life or reſpective Lives of ſuch Huſband or Huſband, or for any Number of Years determinable upon the Death or reſpective Deaths of ſuch Huſband or Huſbands, to commence and take Effect as in ſuch reſpective Deeds or Writings ſhall be aſſigned, limited or appointed, as in and by the ſaid recited Indenture Tripartite, Relation being thereunto had, may more fully and at large appear :

That the Wife's Mother died in the Lifetime of the Wife's Father, and he is ſince dead.

*And whereas* the ſaid *E.* the Wife of the ſaid *W. J.* died in the Lifetime of the ſaid *W. J. And whereas* the ſaid *W. J.* is ſince dead : *Now theſe Preſents witneſs*, that the ſaid *A. B.* by Virtue and in Purſuance of the Power and Authority to her reſerved and given, in and by the ſaid recited Indenture Tripartite, and of all and every other Power and Powers whatſoever her enabling in this Behalf, and as fully as ſhe may or can, *Hath* aſſigned, limited and appointed, and *Doth* by this her Deed or Writing under her Hand and Seal, ſigned and ſealed in the Preſence of two credible Witneſſes, aſſign, limit and appoint all the ſaid ſeveral Meſſuages or Tenements, Pieces or Parcels of Ground and Premiſſes herein before particularly mentioned, and every Part and Parcel thereof, with their and every of their Rights, Privileges and Appurtenances reſpectively belonging or appertaining, or uſed therewith, which in and by the ſaid recited Indenture Tripartite were limited to the Uſe of the ſaid *A. J.* (now *A. B.*) or intended ſo to be, *To the Uſe* of the ſaid *B. B.* her Huſband, for and during the Term of his natural Life, to commence and take Effect from and immediately after the Deceaſe of the ſaid *A. B. And* the ſaid *A. B.* doth by this her Deed or Writing under her Hand and Seal as aforeſaid, declare, limit and appoint the ſaid *M. J.* and *S. G.* and their Heirs, and all other Perſons ſeiſed of the ſaid Premiſſes, or any Part thereof, to ſtand ſeiſed of all the ſaid ſeveral Meſſuages or Tenements, Pieces or Parcels of Ground, and other the Hereditaments and Premiſſes herein before limited to the Uſe of the ſaid *B. B.* or intended ſo to be as aforeſaid, *To the Uſe* of the ſaid *B. B.* for and during the Term of his natural Life, to commence and take Effect from and immediately after the Deceaſe of the ſaid *A. B.*

Appointment.

*In Witneſs*, &c. **P.**

## *A Deed of Revocation and Appointment by a married Woman, upon Condition to be void upon Payment of a Sum of Money and Intereſt.*

TO *all to whom* theſe Preſents ſhall come, *A. B.* Wife of *B. B.* of, *&c.* ſendeth Greeting: *Whereas* in —— Term laſt, the ſaid *B. B.* and *A.* his Wife, did, in due Form of Law, before his Majeſty's Juſtices of the Court of Common Pleas, at *Weſtminſter*, levy one Fine *Conuzance de droit come ceo*, &c. with Proclamations, according to the Form of the Statute in that Behalf made and provided, unto *C. D.* of, *&c.* of one Meſſuage, *&c.* The which Fine by Indenture, bearing Date, *&c.* made or mentioned to be made between the ſaid *B. B.* and *A.* his Wife, of the one Part, and the ſaid *C. D.* of the other Part, was declared to be *To the Uſe* and Behoof of the ſaid *A.* her Heirs and Aſſigns for ever; and in the ſame Indenture is contained a *Proviſo*, whereby it was provided (amongſt other Things) that it ſhould be lawful for the ſaid *A.* at any Time or Times thereafter, whether ſhe ſhould be Covert or Sole, and with or without the Conſent or Privity of the ſaid *B. B.* by any Deed or Writing, to be by her ſigned and ſealed in the Preſence of three or more credible Witneſſes, to revoke, alter, change, determine or make void the Uſe or Eſtate therein or thereby declared, limited or created, of, in, touching or concerning the Meſſuage or Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances therein before particularly mentioned, and whereof the ſaid Fine was ſo levied or meant to be levied by the ſaid *B. B.* and *A.* his Wife, to the ſaid *C. D.* as aforeſaid, and as often as ſhe the ſaid *A.* ſhould ſee Occaſion or think proper, and at her Will and Pleaſure, by ſuch or the like Deed or Writing, to limit and appoint any new or other Uſe or Uſes, Eſtate or Eſtates of, touching or concerning the ſame Premiſſes, to ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and to and for ſuch Intents and Purpoſes, as to her the ſaid *A.* ſhould ſeem meet; and alſo to charge the ſame Premiſſes with the Payment of any Sum or Sums of Money to any Perſon or Perſons whatſoever, in ſuch Manner as ſhe ſhould think fit; any Thing in the ſaid Indenture contained to the contrary thereof in any wiſe notwithſtanding; as in and by the ſaid Record of the ſaid Fine, and the ſaid Indenture declaring the Uſes thereof, of, Relation thereunto being reſpectively had, may (amongſt other Things) more fully and at large appear: *Now know ye*, That for and in Conſideration of the Sum of —— of good and lawful Money of *Great Britain*, to the ſaid *A. B.* in Hand paid by *E. F.* of, *&c.* the Receipt whereof ſhe the ſaid *A. B.* doth hereby acknowledge, ſhe the ſaid *A. B.* by Virtue of the Power to her reſerved or given in and by the above in Part recited Proviſo, and by Virtue of every other Power whatſoever to her in any wiſe belonging or appertaining, *Doth* by theſe Preſents by her ſigned and ſealed, and alſo delivered in the Preſence of three credible Witneſſes, abſolutely revoke, determine and make void the Uſe and Eſtate in and by the ſaid in Part recited Indenture declared, limited or created, to or for the ſaid *A. B.* her Heirs and Aſſigns, of and concerning all and every the Premiſſes comprized and particularly mentioned in the ſaid Indenture, and whereof the ſaid Fine was ſo levied or intended to be levied as aforeſaid; *And* ſhe the ſaid *A. B.* for the Conſideration, and by Virtue of the ſame Power, and every other Power as aforeſaid, *Doth* by theſe Preſents by her ſo ſigned, ſealed, and delivered as aforeſaid, declare, limit and appoint that the ſaid Fine ſo levied of the ſaid Premiſſes as aforeſaid, ſhall from henceforth be and enure, and that the ſaid *C. D.* and his Heirs, and all and every the Parties to the ſaid Fine ſhall ſtand and be ſeiſed of all and every the ſame Premiſſes, and of every Part thereof, to the ſole and only proper Uſe and Behoof of the ſaid *E. F.* his Heirs and Aſſigns for ever: *Provided* always, and upon this Condition nevertheleſs, that if the ſaid *A. B.* her Heirs, Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay or cauſe to be paid unto the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, at or in, *&c.* the full Sum of ——— of good and lawful Money of *Great Britain*, together with lawful Intereſt for the ſame, at or upon the ——— Day of ——— now next enſuing the Date of theſe Preſents, without any Deduction, Defalcation or Abatement thereout, or out of any Part thereof, upon any Account whatſoever; *Then* and from thenceforth theſe Preſents and every Thing herein contained, ſhall ceaſe, determine and be utterly void and of none Effect, to all Intents, Conſtructions and Purpoſes whatſoever; theſe Preſents, or any Thing herein before contained to the contrary thereof, in any wiſe notwithſtanding. *In Witneſs*, &c.

# Aſſignments.

## *An Aſſignment of an Inteſtate's perſonal Eſtate, except his Widow's Paraphernalia, with a Letter of Attorney, by his Widow and Adminiſtratrix, by the Direction of ſeveral of his ſimple Contract Creditors, to Truſtees, in Truſt for the Inteſtate's Creditors; with divers Covenants and Proviſoes.*

THIS *Indenture tripartite*, made, &c. between *A. B.* of, &c. Widow, Adminiſtratrix of the Goods and Chattels, Rights and Credits of *B. B.* junior, late of, &c. her late Husband deceaſed, of the firſt Part, *C. D. E. F. G. H. J. K.* and *L. M.* Creditors by ſimple Contract of the ſaid *B. B.* junior, on Behalf of themſelves and all other the ſimple Contract Creditors of the ſaid *B. B.* deceaſed, of the ſecond Part, *O. P.* of, &c. Father of the ſaid *A. B.* and *Q. R.* of, &c. another and principal Creditor by ſimple Contract of the ſaid *B. B.* of the third Part: *Whereas B. B.* ſenior, Father of the ſaid *B. B.* deceaſed, and *A.* his Wife, being Tenants for Life, and the ſaid *B. B.* junior, Tenant in Fee-tail, in and by certain Indentures of Leaſe and Releaſe, bearing Date the —— and —— Days of —— which was in the Year of our Lord, &c. and by Fine duly levied, did grant and convey unto *S. T.* his Heirs and Aſſigns, certain Meſſuages, Lands and Tenements in —— and elſewhere in the County of *L.* and alſo aſſigned a certain Term of 500 Years in the ſame Premiſſes, unto *V. W.* Gent. *In Truſt* for the ſaid *S. T.* his Heirs and Aſſigns, for ſecuring the Repayment of —— and Intereſt, lent and advanced upon the ſame Premiſſes, by the ſaid *S. T. And whereas* by Indenture quadripartite, bearing Date, &c. and made between the ſaid *B. B.* ſenior, and *A.* his Wife, and the ſaid *B. B.* junior, of the firſt Part, *C. T.* and *H. E.* of the ſecond Part, *S. G.* and *A. J.* of the third Part, the ſaid *O. P.* and *A.* his Daughter, now *A. B.* Party to theſe Preſents, of the fourth Part, in Conſideration of a Marriage then intended and ſince ſolemnized between the ſaid *B. B.* junior, and the ſaid *A. B.* then *A. P.* Spinſter, and of a certain Marriage Portion therein mentioned to be paid and ſecured, and which was paid and ſecured accordingly, and by

Recital of a Mortgage.

Of the Widow's Marriage Settlement.

a Fine and Common Recovery, in and by the ſaid Indenture covenanted and agreed to be levied and ſuffered, and which was duly levied and ſuffered accordingly by the ſaid *B. B.* ſenior, and *A.* his Wife, and the ſaid *B. B.* junior, by Virtue of a Power in them veſted, *Did* grant, bargain, ſell, releaſe and confirm, limit, declare and appoint unto the ſaid *C. T.* and *H. E.* certain Meſſuages, Lands and Tenements therein mentioned, Parcel of the ſaid mortgaged premiſſes, *To the Uſe* of the ſaid *B. B.* ſenior, and *A.* his Wife, for their joint Lives; and after the Deceaſe of either of them, *To the Uſe* of the ſaid *S. G.* and *A. J.* their Executors, Adminiſtrators and Aſſigns for the Term of 1000 Years, upon the Truſts therein mentioned; *Then* to the Uſe of the Survivor of them the ſaid *B. B.* ſenior, and *A.* his Wife, for his or her Life; and after the Deceaſe of the Survivor, *Then* to the Uſe of the ſaid *B. B.* junior, his Heirs and Aſſigns for ever; *And* as concerning the other Part of the Meſſuages, Lands and Tenements therein mentioned, and not comprized in the ſaid Term of 1000 Years, *To the Uſe* of the ſaid *B. B.* ſenior, and *A.* his Wife for their Lives, and the Life of the longer Liver of them; and after their ſeveral Deceaſes, *To the Uſe* of the ſaid *B. B.* junior, for Life; and after the Determination of that Eſtate, *Then to the Uſe* of the ſaid *C. T.* and *H. E.* and their Heirs, during the Life of the ſaid *B. B.* junior, to preſerve contingent Eſtates; and after his Deceaſe, *To the Uſe* of the ſaid *A. P.* for her Life, for her Jointure, *Then* to the Uſe of the ſaid *C. T.* and *H. E.* their Executors, Adminiſtrators and Aſſigns, for the Term of 300 Years, upon certain Truſts therein mentioned; and after the Determination of that Term, to the firſt and other Sons of that Marriage in Tail male; and in Default of ſuch Iſſue, *To the Uſe* of the ſaid *B. B.* junior, his Heirs and Aſſigns for ever. *And whereas* by the ſaid Indenture it is mentioned, that Part of the Premiſſes were before limited to *L. R.* and *L. R.* his Son, their Executors, Adminiſtrators and Aſſigns, for the Term of 500 Years, for the raiſing —— and other Part of the ſaid Premiſſes were limited to them for raiſing —— of which —— was paid; ſo that there remained only to be raiſed —— which ſaid laſt mentioned Term of 500 Years is the ſame Term aſſigned to the ſaid *V. W.* as aforeſaid, and was ſo aſſigned by the ſaid *L. R.* the ſurviving Truſtee, and the ſaid *B. B.* junior, did, in and by the ſame Indenture, for himſelf, his Heirs, Executors and Adminiſtrators, covenant to and with the ſaid *C. T.* and *H. E.* their Executors, Adminiſtrators and Aſſigns, that in Caſe the ſaid intended Marriage ſhould take Effect, and the ſaid *A. P.* ſhould ſurvive him the ſaid *B. B.* ſenior, and *A.* his Wife, or either of them, ſhould be living at the Deceaſe of the ſaid *B. B.* junior; then and in ſuch Caſe the Heirs, Executors or Adminiſtrators of the ſaid *B. B.* junior, ſhould pay unto the ſaid *A. P.* his then intended Wife, during the Lives of the ſaid *B. B.* ſenior, and *A.* his Wife, and the Life of the longer Liver of them (until the ſaid *A. P.* ſhould come into Poſſeſſion of the ſaid capital Meſſuage, and other the Premiſſes therein limited to her for her Life, for her Jointure), the clear yearly Sum of 200 *l.* without any Deduction for Taxes, or otherwiſe howſoever, at the four moſt uſual Feaſts or Days of Payment in every Year, *viz. Midſummer Day*, *Michaelmas Day*, *Chriſtmas Day* and *Lady Day*, by equal Portions; the firſt Payment to be made at ſuch of thoſe Days as ſhould next happen after the Deceaſe of the ſaid *B. B.* junior; and the ſaid *B. B.* ſenior, and *B. B.* junior did thereby for themſelves, their Heirs, Executors and Adminiſtrators, covenant to and with the ſaid *C. T.* and *H. E.* their Executors, Adminiſtrators and Aſſigns, that the ſaid Premiſſes ſhould remain and be for the Uſes, Truſts and Purpoſes therein and herein in Part mentioned, free from Incumbrances, *except* the ſaid Mortgage to the ſaid *S. T.* and the ſaid Term of 500 Years, which was veſted in the ſaid *L. R.* junior, for the Purpoſes before mentioned; which ſaid Sum of —— and Intereſt due, and to grow due to the ſaid *S. T.* the ſaid *B. B.* junior, for himſelf, his Heirs, Executors and Admiſtrators, did covenant and agree to pay off and diſcharge out of his own proper Monies and Eſtate during his Life, and procure the ſaid *S. T.* his Heirs and Aſſigns, within the ſame Space, to convey the legal Eſtate of the ſaid mortgaged Premiſſes to the ſaid *C. T.* and *H. E.* their Heirs and Aſſigns; and alſo within the ſame Space to procure the ſaid Terms of 500 Years and 500 Years to be aſſigned reſpectively to Truſtees, to attend the Inheritance of the Premiſſes, as in and by the ſaid in Part recited Indentures, Relation being thereunto had, may more fully appear. *And whereas* the ſaid *B. B.* junior, is dead without Iſſue of the Body of the ſaid *A.* begotten, and without making any other Proviſion for the Payment of the ſaid 200 *l.* a Year to the ſaid *A. B.* till ſhe ſhall come into Poſſeſſion of the Premiſſes appointed for her Jointure, or the ſaid ſeveral Sums of —— and —— and Intereſt, raiſed and charged upon the ſaid Eſtate, whereby the Fee-ſimple and Inheritance of the Premiſſes is come to and devolved upon *L. B.* Brother of the ſaid *B. B.*

Of the Husband's Death without Iſſue.

*B. B.* junior, ſubject to the Eſtate for Life of the ſaid *B. B.* ſenior, and *A.* his Wife, and the Jointure of the ſaid *A. B.* and alſo ſubject to the ſaid Charge of 200 *l. per Annum* to the ſaid *A. B.* till ſhe ſhall come poſſeſſed of the Eſtate limited to her in Jointure; and alſo to the ſaid ſeveral Sums of —— and — and Intereſt, charged upon the ſaid Eſtate as aforeſaid, as likewiſe to the Bond and other the Creditors of the ſaid *B. B.* junior, by Specialty; which ſaid real Eſtates, as to thoſe ſeveral Terms to which the ſame are ſo ſubject, as alſo the ſaid Bond and Specialty Debts, ſhall come in Aid to the perſonal Eſtate of the ſaid *B. B.* junior, in Caſe that ſhall be in any Thing deficient to pay the ſame and all other his ſimple Contract Debts: *And whereas* by Virtue of a Commiſſion of Appraiſement iſſued out of the Prerogative Court of *Canterbury*, directed to *B. H. S. J. M. J. D. J. T. J.* and *A. T.* as Commiſſioners to take an Account of and appraiſe and value all and ſingular the Goods, Eſtate and Effects of the ſaid *B. B.* junior, they the ſaid Commiſſioners have accordingly taken an Account and made an Eſtimate thereof, and duly returned the ſame into the ſaid Prerogative Court, a true Copy whereof is contained in the Schedule hereunto annexed, intitled the firſt Schedule: *And whereas* the ſaid *A. B.* hath taken out Letters of Adminiſtration to the ſaid *B. B.* junior, and poſſeſſed herſelf of ſuch Part of his perſonal Eſtate, and ſold and diſpoſed of, and got in and received ſuch Part thereof as ſhe could, and other Part remains undiſpoſed of, which are altogether included and mentioned in the Schedule hereunto annexed, intitled, *the Second Schedule*, and hath paid off, laid out and expended ſundry Sums of Money in and towards Diſcharge of the funeral Expences and Debts of the ſaid Inteſtate; all which Goods and Effects ſo by her ſold and diſpoſed of, and the Money and Produce of the ſaid Inteſtate's Eſtate, which ſhe hath received, and of whom, and how paid and applied, are particularly mentioned by Way of Account current Debtor and Creditor, in the ſaid ſecond Schedule hereunto annexed; which all the ſaid Parties to theſe Preſents do admit, approve and allow of: *And whereas* great Part of the perſonal Eſtate of the ſaid *B. B.* junior, did conſiſt of Debts in Trade, Tobacco undiſpoſed of, and other Matters to a conſiderable Value, and in Regard that the ſaid *A. B.* is unacquainted with the Nature of Trade, and that great Loſs and Damage might happen thereby, and that thereby or otherwiſe, as well the ſaid *A. B.* as the ſaid *B. B.* ſenior, and the ſaid Eſtate, might be ſubjected to Suits in Law

Of a Commiſſion of Appraiſement out of the Prerogative Court of Canterbury.

Of the Widow's taking out Letters of Adminiſtration.

That great Part of the perſonal Eſtate of the Inteſtate did conſiſt of Debts in Trade, &c.

Law and Equity, and the Perſons intereſted in and intitled to the *Reſiduum* of the ſaid Inteſtate's Eſtate, might be conſiderably prejudiced thereby, and the ſaid Creditors retarded in the having and receiving of their juſt Debts; to prevent which, and all other Inconveniencies as much as poſſible, they the ſaid *A. B.* the Widow and Adminiſtratrix, and the ſaid *B. B.* the Father of the ſaid Inteſtate, and the ſaid Inteſtate's Creditors, Parties to theſe Preſents, on the Behalf of themſelves and all other the ſimple Contract Creditors of the ſaid *B. B.* junior, deceaſed, came to an Agreement together, to name and appoint three Perſons as Truſtees and Managers of the ſaid Inteſtate's Eſtate for the Benefit of the Parties intereſted therein, to collect and get in, and to pay and apply the ſame in due Courſe of Adminiſtration, with Reſpect nevertheleſs to ſuch Covenants or Agreements as are herein after mentioned; and to that End and Purpoſe the ſaid *A. B.* named the ſaid *O. P.* her Father, for and on her Behalf; and the ſaid *B. B.* the Father, named the ſaid *T. J.* for and on his Behalf, and the ſaid Creditors, Parties to theſe Preſents, named the ſaid *Q. R.* for and on the Behalf of themſelves, and other the ſimple Contract Creditors of the ſaid *B. B.* junior, deceaſed; to which all the ſaid Parties to theſe Preſents, agreed, but afterwards the ſaid *B. B.* the ſaid Father, delayed the Eſtabliſhing of the ſaid Agreement, and after the ſame was ſettled by Counſel named, and appointed for that Purpoſe by Conſent of all Parties, abſolutely refuſed to confirm or join in the ſaid Agreement; and therefore the ſaid *O. P.* and *Q. R.* at the Requeſt of the ſaid *A. B.* and the ſaid *C. D. E. F. G. H. J. K.* and *L. M.* the ſaid ſimple Contract Creditors, Parties to theſe Preſents, have agreed to take upon themſelves the ſaid Truſt: *And whereas* the Sum of —— Part of the ſaid Inteſtate's perſonal Eſtate is already laid out in the Purchaſe of 5000 *l. South-Sea* Annuities in the Name of the ſaid *O. P.* in order to ſecure the Payment of the ſaid Annual Sum of 200 *l.* to the ſaid *A. B.* until ſhe ſhall be in Poſſeſſion of her Jointure, purſuant to the true Intent and Meaning of the ſaid recited Agreement and Settlement; the Produce of which ſaid *South-Sea* Annuities, after Payment of the ſaid 200 *l.* a Year, and alſo the ſaid *South-Sea* Annuities, after the ſaid *A. B.* ſhall be poſſeſſed of her Jointure, ſhall be applied towards Payment of the ſaid Mortgage Debts and other Demands herein before mentioned; and that on ſuch Payment, the ſaid Mortgage ſhall be aſſigned to attend the Freehold and Inheritance of the ſaid Mortgaged Premiſſes, or otherwiſe aſ-

That a Sum of Money hath been laid out in the Purchaſe of South-Sea Annuities, to ſecure the Payment of 200 l. a Year to the Widow, till ſhe ſhall be in Poſſeſſion of her Jointure.

ſigned for the better ſecuring the ſaid 200 *l.* a Year, and Payment of the ſaid Inteſtate's Debts; and after Payment thereof, the Reſidue ſhall by the ſaid Truſtees be applied towards Payment of Debts by Specialty, and then the other Debts, in a Courſe of Adminiſtration; *And* it is further agreed, that the ſaid *Q. R.* ſhall impower the ſaid *O. P.* to receive the Dividends of the ſaid *South-Sea* Annuities, in Order to pay thereout the ſaid 200 *l.* a Year, to the ſaid *A. B.*

That there may be a Surplus of the Inteſtate's Eſtate, whereby the Widow in ſuch Caſe will be intitled to a diſtributive Share thereof, &c.

*And whereas* there may be a Surplus of the ſaid Inteſtate's Eſtate, whereby the ſaid *A. B.* in ſuch Caſe will be intitled to a diſtributive Share of ſuch Surplus, and in Regard the ſaid Creditors have conſented to indemnify the ſaid *A. B.* againſt all other Creditors of the ſaid Inteſtate, therefore the ſaid *A. B.* hath agreed that all extraordinary Expences of the Funeral, and all extraordinary Coſts and Expences, the ſaid Creditors, Parties to theſe Preſents, ſhall bear, ſuſtain and be put unto in defending the ſaid *A. B.* purſuant to their aforeſaid Covenant, ſhall in the firſt Place be deducted and paid to the ſaid Creditors, Parties to theſe Preſents, before the ſaid *A. B.* ſhall receive any Part of the ſaid Surplus, and that the ſaid *A. B.* ſhall only receive what ſhall remain after the Deduction of ſuch Charges and Expences, and no more; and ſo as ſuch other Perſons, who ſhall be intitled to the Reſidue of the ſaid Inteſtate's diſtributive Eſtate, do allow their proportionable Share of all the ſaid extraordinary Expences, except thoſe of the ſaid Funeral, which are to be allowed by the ſaid *A. B.* only:

Conſideration.

*Now this Indenture witneſſeth,* that the ſaid *A. B.* in Purſuance of the ſaid Agreement, and for and in Conſideration of the Premiſſes, and to the End, Intent and Purpoſe herein before recited and mentioned, and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain,* to her the ſaid *A. B.* in Hand paid by the ſaid *O. P.* and *Q. R.* at or before the Enſealing and Delivery hereof, and for other good Cauſes and Conſiderations her thereunto moving, ſhe the ſaid *A. B.* at the Requeſt and by the Direction and Appointment of the ſaid *C. D. E. F. G. H. J. K.* and *L. M.* Creditors of the ſaid *B. B.* junior, Parties to theſe Preſents, on the Behalf of themſelves, and other the ſimple Contract Creditors of the ſaid *B. B.* deceaſed, teſtified by their being made Parties hereto, and executing hereof, *Hath* aſſigned, transferred and ſet over, and by theſe preſents *doth* aſſign, transfer and ſet over unto the ſaid *O. P.* and *Q. R.* their Executors, Adminiſtrators and Aſſigns, all that Meſſuage, Tenement or Dwelling-houſe, wherein the ſaid *A. B.* junior, did lately dwell, with all

Aſſignment.

Premiſſes.

and ſingular the Shops, Warehouſes and Appurtenances thereto belonging, or therewith uſed or enjoyed by the ſaid *B. B.* deceaſed or the ſaid *A. B.* or their Under-tenants, at and under the Rent reſerved and payable for the ſame, and under the ſame Conditions and Agreements, as he the the ſaid *B. B.* junior, did lately, and the ſaid *A. B.* his Adminiſtratrix doth now hold the ſame, *ſubject* nevertheleſs to ſuch Agreements as the ſaid *A.B.* hath made with one *J. W.* of, *&c.* touching the Sale of the Leaſe of the ſaid Houſe, and Part of the Houſhold Goods therein, and the Money ariſing by ſuch Sale to be paid to the Truſtees; *And alſo* all and ſingular the Houſhold Goods and Furniture of the Houſe, Plate, Linen, Pewter, Braſs, Coppers, Beds, Bedding and other Things of what Nature or Kind ſoever; and alſo all the Shop Goods, Tobacco, Stock in Trade, Utenſils and other Goods and Chattels of what Nature or Kind ſoever in or upon the ſaid Premiſſes, or to her the ſaid *A.B.* as Adminiſtratrix of the ſaid *B. B.* deceaſed, in any wiſe of Right belonging or appertaining; and alſo all and every the Debts and Sums of Money belonging, due and owing, or payable to her the ſaid *A. B.* as Adminiſtratrix to her ſaid Huſband, in the ſaid firſt Schedule hereunto annexed mentioned; and alſo all other the Goods and Chattels whatſoever; and alſo all and every other the Debts ſo due and owing, or to grow due and owing to the ſaid *A.B.* and contracted by and from any Perſon or Perſons whatſoever before the Day of the Date of theſe Preſents, and all her Eſtate, Right, Title and Intereſt of, in and to the ſame, and every Part and Parcel thereof; the wearing Cloaths, wearing Apparel and all other the wearing and ornamental Things of her the ſaid *A.B.* and the Furniture of a Room as of and for her *Paraphernalia*, and the Plate and other Things in the ſaid ſecond Schedule mentioned, only *excepted*; *To have and to hold* the ſaid Houſe, Shop, Warehouſes and Appurtenances, and all and ſingular the Houſhold Goods, Shop Goods, and other Goods and Chattels of what Nature or Kind ſoever; and alſo all and every the Debts and Sums of Money, and all other the Premiſſes herein and hereby aſſigned, transferred and ſet over, or meant, mentioned or intended ſo to be, and every Part and Parcel thereof, *except* before excepted, and ſo ſubject as aforeſaid unto the ſaid *O. P.* and *Q. R.* their Executors, Adminiſtrators and Aſſigns for ever by theſe Preſents. *And* it is hereby declared and agreed by and between all and every the ſaid Parties to theſe Preſents, and it is their true Intent and Meaning, and ſo hereby declared to be, that all and ſingular the

Habendum to Truſtees.

the ſaid aſſigned Premiſſes are hereby aſſigned, transferred and ſet over unto the ſaid *O.P.* and *Q.R.* their Executors, Adminiſtrators and Aſſigns, *upon the ſeveral Truſts*, and to the End, Intent and Purpoſe herein after mentioned, expreſſed and declared, that is to ſay, That they the ſaid *O.P.* and *Q.R.* their Executors, Adminiſtrators and Aſſigns, do and ſhall with all convenient Speed, and as ſoon as they may or can, make Sale of all and ſingular the ſaid Houſe, Warehouſes and Premiſſes, Houſehold and Shop Goods, and other Goods and Chattels of what Nature or Kind ſoever, and all other the Premiſſes hereby aſſigned and ſet over, or meant, mentioned or intended ſo to be (except before excepted) for the beſt Price or Prices they or either of them can get, or ſhall be offered for the ſame, unto ſuch Perſon or Perſons, either by Wholeſale or Retail, and by ſuch Parts and Parcels, and ſo and in ſuch Manner, as they ſhall think beſt, and ſhall receive and take the Money thereof made and thereby ariſing, and ſhall alſo do their beſt and utmoſt Endeavours to collect, receive and get in all and ſingular the aforeſaid Debts and Sums of Money due, owing or payable to her the ſaid *A.B.* in Right of the ſaid *B.B.* deceaſed, or ſo many of them as may or can be gotten in, by ſuch Ways and Means as they ſhall judge moſt proper and effectual, ſubject to the ſaid annual Sum of 200 *l.* a Year, which the ſaid *Q.R.* is to empower the ſaid *O.P.* to receive as aforeſaid; the ſaid Dividends and Stock ſhall be applied in Payment of the ſaid Mortgage and Specialties, and then of the ſimple Contract Debts, in ſuch Manner as in the ſaid above recited Agreement is mentioned and expreſſed; and until Payment thereof, when and as often as they the ſaid Truſtees ſhall out of the Premiſſes hereby to them aſſigned have received any Sum of Money as ſhall amount to 150 *l.* put and place the ſame out at Intereſt in Government Securities, for the Benefit of the ſaid Creditors and Parties intereſted and intitled to the Surplus, and do and ſhall, ſo ſoon after as conveniently may be, apply the ſame together with the Intereſt and Produce thereof, in or towards Diſcharge and Satisfaction of the ſaid inteſtate's Debts in due Courſe of Adminiſtration, according to the Statute of Diſtributions in that Caſe made and provided. *And* the ſaid *A.B.* for herſelf, her Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *O.P.* and *Q.R.* the ſaid Truſtees, their Executors, Adminiſtrators and Aſſigns by theſe Preſents, that it ſhall and may be lawful to and for the ſaid *O.P.* and *Q.R.* their Agents or Servants, or whom

A Declaration of the Truſts.

The Widow covenants that the Truſtees and their Servants ſhall continue in the Houſe and ſell the Goods.

whom they ſhall direct and appoint, from Time to Time to enter into, continue and remain in the Dwelling-houſe and Warehouſes aforeſaid, where the ſaid Goods and Chattels hereby aſſigned and ſet over now are, and to take the ſame or any Part thereof into their Cuſtody and Poſſeſſion, and ſell the ſame there, if they ſhall think fit, or alſo to take, remove and carry away the ſame from thence, and [illegible] them elſewhere, without any Let, Denial, Hinderance, Trouble, Interruption, Imbezilment, With-holding or Concea[illegible] the ſame or any Part thereof by her the ſaid *A. B.* her Executors or Adminiſtrators, or any other Perſon or Perſons by or with her or their Knowledge, Privity, Conſent or Procurement. *And alſo* that ſhe the ſaid *A. B.* her Executors, Adminiſtrators or Aſſigns, Agents or Attornies, or any other Perſon by Virtue of any other Power or Authority derived from her or them ſhall not or will at any Time or Times hereafter receive or take any of the aforeſaid Debts, or any Sums of Money ſo due or owing or belonging to her as aforeſaid, nor releaſe or diſcharge the ſame or any of them, or any Part thereof, without the Licence or Conſent of the ſaid Truſtees, their Executors, Adminiſtrators or Aſſigns.

That ſhe or her Executors, &c. will not receive any of the Debts, or diſcharge the ſame.

*And* for the better enabling the ſaid *O. P.* and *Q. R.* to perform and execute the Truſts aforeſaid, ſhe the ſaid *A. B.* doth hereby nominate and appoint the ſaid *O. P.* and *Q. R.* the ſaid Truſtees, and the Survivor of them, to be her Attorney and Attornies irrevocable, to demand and receive all and every the aforeſaid Debts and Sums of Money due and owing to her the ſaid *A. B.* in Right of the ſaid *B. B.* deceaſed, *Upon the Truſts* and to the Intents and Purpoſes aforeſaid; and upon Refuſal or Neglect of Payment thereof, to bring and proſecute with Effect in the Name of her the ſaid *A. B.* in any Court or Courts whatever, either at Law or in Equity, any Suit or Suits for Recovery of the ſame, and to do or cauſe to be done all other lawful and reaſonable Act and Acts, Thing and Things whatſoever for recovering and receiving the ſaid Debts, and to make any Compoſition or Agreement for and concerning the ſame, as to them ſhall ſeem beſt, if Neceſſity or Poverty require it; and upon Receipt thereof, or of any Part thereof, for her and in her Name to make and give Acquittances or other ſufficient Diſcharges for the ſame:

Appoints the Truſtees her Attornies to receive the Debts, and to ſue for and compound the ſame.

*And* that ſhe the ſaid *A. B.* ſhall not become nonſuit or diſcontinue, diſavow or ſtay Proceedings in any Suit or Suits, or releaſe or diſcharge any Judgment or

Not to become nonſuit or releaſe any Judgment without Conſent of the Truſtees, nor do or ſuffer any Act whereby the Truſtees may be diſturbed in the Execution of the Truſts; and for further Aſſurance.

Execution therein, or thereupon to be had and obtained, without the Licence and Conſent of the ſaid Truſtees, their Executors or Adminiſtrators, nor ſhall nor will do or ſuffer to be done any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Truſtees, their Executors or Adminiſtrators, or any of them, ſhall or may be prevented, hindred or diſturbed in the Management or Execution of the Truſts hereby in them repoſed, or any of them; but that ſhe the ſaid *A. B.* her Executors and Adminiſtrators ſhall and will at all Times hereafter, upon the reaſonable Requeſt and at the Coſts and Charges of the Parties requiring the ſame, make, do and execute, or cauſe and procure to be made, done and executed all and every ſuch further and other lawful and reaſonable Act and Acts, Deeds, Devices and Conveyances in the Law whatſoever, as well for the more full and better transferring, aſſigning and aſſuring all and ſingular the Premiſſes hereby aſſigned, transferred and ſet over, or any of them, on the Truſts aforeſaid, as alſo for the more full and effectual enabling, impowering and authorizing the ſaid Truſtees, their Executors and Adminiſtrators to execute and perform the Truſts, Power and Authority aforeſaid, and every or any of them, as by the ſaid Truſtees or Creditors, Parties to theſe Preſents, or any of them, their Executors or Adminiſtrators, or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required; ſo as ſuch further Acts and Deeds contain in them no further Covenants and Agreements than are contained in theſe Preſents, and ſo as the Perſon required to do or execute the ſame be not compelled or compellable to travel above the Space of five Miles from his, her or their uſual Place of Abode for the doing thereof. *And further* that it ſhall and may be lawful for the ſaid *O. P.* and *Q. R.* in Caſe there ſhall be any Surplus of the ſaid Inteſtate's Eſtate after Payment of his Debts, whereby the ſaid *A. B.* ſhall be intitled to a diſtributive Part of ſuch Surplus, that the ſaid Truſtees ſhall or lawfully may deduct out of ſuch Surplus, ſo far as the ſame will extend, all extraordinary Expences of the Funeral, and all other Charges, purſuant to the ſaid recited Agreement. *And this Indenture further witneſſeth,* that they the ſaid *C. D. E. F. G. H. J. K.* and *L. M.* Creditors of the ſaid *B. B.* junior deceaſed, Parties to theſe Preſents, on Behalf of themſelves and other ſimple Contract Creditors of the ſaid *B. B.* junior deceaſed, for and in Conſideration of the Grant and Aſſignment hereby made to the ſaid

If any Surplus of the Inteſtate's Eſtate after Payment of his Debts, whereby the Widow ſhall be intitled to a diſtributive Part, Truſtees to deduct thereout all extraordinary Expences of the Funeral and other Charges.

The Creditors, Parties to this Deed, covenant to take this Aſſignment in full of their Demands.

*O. P.* and *Q. R.* with which they and every of them acknowledge themſelves to be fully contented, they the ſaid Creditors Parties to theſe Preſents, each and every of them for himſelf ſeverally and apart, and for his and their ſeveral and reſpective Heirs, Executors and Adminiſtrators, and his and their ſeveral Acts only, and not jointly or one for another, do and doth hereby covenant, promiſe and agree to and with the ſaid *A. B.* to take the Grant and Aſſignment ſo as aforeſaid made to the ſaid *O. P.* and *Q. R.* in full Diſcharge of their reſpective Claims and Demands, as alſo in full of all other the Demands of the Inteſtate's Creditors by Specialty, Simple Contract or otherwiſe, which he, ſhe or they may, might or could have or claim from the ſaid *A. B.* her Executors or Adminiſtrators; ſo as and provided the ſaid *A. B.* her Executors or Adminiſtrators do and ſhall in every Thing conform and act in and to the ſaid Truſtees, and do nothing to hinder or retard them in having and receiving all the Eſtate and Effects, whereof the ſaid *B. B.* her late Huſband died poſſeſſed of or any ways intitled to, except as aforeſaid, or otherwiſe in the Execution of the Truſt hereby in them repoſed, according to the true Intent and Meaning hereof: *And* in ſuch Caſe they the ſaid Creditors, Parties to theſe Preſents, that is to ſay, Each and every of them by and for himſelf doth and do covenant, promiſe and agree, upon Payment of their reſpective Debts, or ſuch Part thereof as the Eſtate and Effects of the ſaid *B. B.* deceaſed hereby aſſigned and ſet over, or intended ſo to be, will amount unto rateably and proportionably according to their reſpective Debts, when the ſame ſhall be collected and gathered in as aforeſaid, to deliver up to her the ſaid *A. B.* or her Executors or Adminiſtrators, or to the ſaid Truſtees for her or them, all Bonds, Bills, Notes and Securities which they or any of them have or can come at, for, touching or concerning any their Debts or Demands, or otherwiſe ſhall and will releaſe, and do hereby releaſe and diſcharge her the ſaid *A. B.* her Executors and Adminiſtrators of and from all Manner of Actions, Suits, Bonds, Bills, Debts, Dues, Duties, Claims and Demands whatſoever, either in Law or Equity, from the Beginning of the World unto the Day next before the Day of the Date of theſe Preſents; and this preſent Indenture ſhall accordingly operate, and be a full, general and abſolute Releaſe and Diſcharge to the ſaid *A. B.* her Executors and Adminiſtrators from and againſt all and every of them the ſaid Creditors Parties to, and who ſhall execute theſe Preſents by themſelves or others by them authorized, their reſpec-

tive

Provided the Widow does in every Thing conform, and does nothing to hinder or retard the Truſtees in receiving the Inteſtate's Eſtate; and in ſuch Caſe the Creditors upon Payment of their Debts, or ſo much Part as the Eſtate hereby aſſigned will amount to rateably, &c. to deliver to the Widow, or the Truſtees for her, all Securities for their Debts.

Releaſe the Widow from all Actions, &c.

This Indenture ſhall be an abſolute Releaſe to the Widow, &c. and ſhall be ſo pleaded in any Court of Law or Equity.

The Creditors covenant to indemnify the Widow from all Coſts which ſhe may be put to as Adminiſtratrix by Reaſon of any Action or Suit to be commenced againſt her in the Names or by Means of the Creditors, and by Means of this Aſſignment, &c.

tive Executors and Adminiſtrators, and all other the Creditors of the ſaid *B. B.* deceaſed, and ſhall and may at at all Times be ſo pleaded and pleadable in any Court of Law or Equity. *And further* they the ſaid Creditors above named, Parties to theſe Preſents, for themſelves ſeverally and not jointly, or one for the other, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, do, and each and every of them doth covenant, promiſe and agree to and with the ſaid *A. B.* her Executors and Adminiſtrators, that they the ſaid Creditors, Parties hereto, their Executors or Adminiſtrators, ſhall and will well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid *A. B.* her Executors and Adminiſtrators, of, from and againſt all Manner of Arreſts, Coſts, Charges, Damages and Expences, which ſhe or they ſhall or may ſuffer, ſuſtain or be put unto, as Adminiſtratrix to the ſaid *B. B.* junior, for or by Reaſon or Means of any Action, Arreſt, Suit or Proceſs commenced or to be commenced againſt her or them in the Name or Names, or by the Means or Procurement of any of them the ſaid Creditors, Parties hereto, or any other Creditors of the ſaid *B. B.* junior deceaſed, contrary to the true Intent and Meaning of theſe Preſents; and alſo by Reaſon or Means of making this preſent Agreement, and Aſſignment purſuant thereunto, or of her the ſaid *A. B.* her Executors or Adminiſtrators, her or their Name or Names being at any Time made uſe of in any Action or Suit at Law or in Equity, or otherwiſe to be commenced, by, for or in the recovering, having and receiving the Premiſſes ſo as aforeſaid aſſigned and ſet over to the ſaid *O. P.* and *Q. R.* for the Purpoſes aforeſaid, or any wiſe relating thereto or to theſe Preſents; *And* that if it ſhall happen that any Surplus ſhall remain in the Hands of the ſaid *O. P.* and *Q. R.* by Means of the Aſſignment ſo to them made as aforeſaid after ſecuring thereout in the firſt Place the ſaid 200 *l. per Ann.* to and for the Uſe of the ſaid *A. B.* during her Life, according to the ſaid above in Part recited Settlement, and all other the Debts of the ſaid *B. B.* junior deceaſed, by Mortgage or Specialty, according to the true Intent and Meaning of theſe Preſents, and Satisfaction of all the ſaid Creditors, Parties to theſe Preſents, their reſpective Debts, and the Truſtees their Charges, that then ſuch Surplus (if any) ſhall be paid, diſtributed and divided to and amongſt ſuch Perſon and Perſons as ſhall be intitled thereto, in a due Courſe of Adminiſtration, ſubject as aforeſaid, and according to the Statute of Diſtribution of Inteſtates Eſtates in that Caſe made and provided; any Thing

If any Surplus ſhall remain in the Truſtees Hands after ſecuring thereout the Annuity of 200 l. a Year, and all the Debts and Charges are paid, the ſame ſhall be divided according to the Statute of Diſtribution.

herein before contained to the contrary thereof in any wiſe notwithſtanding: *Provided always*, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that nothing herein contained ſhall be conſtrued to debar or hinder the ſaid Creditors or any of them, in Caſe the ſaid Perſonal Eſtate ſhall prove deficient or be exhauſted, or any wiſe applied in the Payment of the ſaid Debt on Mortgage or Specialty, by all lawful Ways and Means whatſoever to recover their reſpective Debts out of the Real Eſtate of the ſaid *B. B.* junior deceaſed, deſcended to the ſaid *L. B.* his Brother and Heir: *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and theſe Preſents are, that in Caſe the ſaid *O. P.* ſhall happen to die in the Life-time of the ſaid *A.B.* before ſuch Time as the ſeveral Truſts herein before mentioned and created are fully performed and diſcharged, it ſhall and may be lawful to and for the ſaid *A. B.* by any Writing under her Hand and Seal, ſubſcribed and delivered in the Preſence of two Witneſſes, to nominate and appoint another Perſon to act in the Stead and Place of the ſaid *O.P.* in the ſeveral Truſts herein before mentioned, or ſuch of them as ſhall not then be performed, which Perſon ſo to be nominated by the ſaid *A. B.* ſhall act in every Capacity in the Truſts herein before mentioned, as the ſaid *O. P.* could, would or ought to have done in Caſe he was living; any Thing herein before contained to the contrary in any wiſe notwithſtanding: *Provided alſo*, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them is, that in Caſe the ſaid *Q. R.* ſhall happen to die in the Life-time of the ſaid *A. B.* and before ſuch Time as the ſeveral Truſts herein before mentioned and created are fully performed and diſcharged, it ſhall and may be lawful to and for the ſaid *C. D.* and other the Creditors, Parties to theſe Preſents, by any Writing under their Hands and Seals or the Hands and Seals of the major Part of them, ſubſcribed and delivered in the Preſence of two Witneſſes, to nominate and appoint another Perſon to act in the Stead and Place of the ſaid *Q. R.* in the ſeveral Truſts herein before mentioned, or ſuch of them as ſhall not then be performed, which Perſon ſo to be nominated by the ſaid *C. D.* and other the Creditors, Parties to theſe Preſents, ſhall act in every Capacity in the Truſts herein before mentioned, as the ſaid *Q. R.* could, would or ought to have done in Caſe he was living; any Thing herein contained

Proviſo that nothing herein contained ſhall be conſtrued to debar the Creditors, in Caſe the Perſonal Eſtate ſhall prove deficient or be exhauſted, by all lawful Ways to recover their Debts out of Teſtator's Real Eſtate.

If *O. P.* the Widow's Truſtee dies in her Life-time before the Truſts are performed, ſhe may by Writing, &c. nominate another Perſon to act in his Stead.

If *Q. R.* the other Truſtee ſhall die in the Life-time of the Widow, and before the Truſts are performed, it ſhall be lawful for the Creditors, Parties hereto, to appoint another Truſtee in his Stead.

Truſtees not to be anſwerable for any more Monies than what ſhall come to their Hands, and one not to be anſwerable for the other.

That when there ſhall be ſufficient to diſcharge the Principal and Intereſt due on the Mortgage and other Debts by Specialty, that the ſame ſhall be paid in a Courſe of Adminiſtration, and the Securities aſſigned to the Truſtees to protect the Widow's Jointure, &c.

So ſoon as 1000 l. ſhall be received out of the Eſtate of the Inteſtate after Satiſfaction of the Debts, &c. that the ſaid 1000 l. ſhall be divided among the ſimple Contract Creditors, Parties hereto, &c.

to the contrary notwithſtanding: *Provided likewiſe*, and it is hereby further agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *O. P.* and *Q. R.* reſpectively, their reſpective Heirs, Executors and Adminiſtrators, ſhall not be liable, anſwerable or accountable for any more Monies of the ſaid Inteſtate's Eſtate than what ſhall actually come to their Hands reſpectively; nor ſhall the ſaid Truſtees, either or any of them, be liable, anſwerable or accountable for the Acts or Receipts of each other, but each for his own reſpective Act and Receipt only. *And* it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and it is their true Intent and Meaning, that when and as ſoon as there ſhall be ſufficient to diſcharge the Principal and Intereſt due upon the ſaid Mortgage and other Debts by Specialty, that the ſame ſhall be paid off and diſcharged in a Courſe of Adminiſtration, and the ſaid ſeveral Securities ſhall be aſſigned to the ſaid Truſtees in ſuch Manner as Counſel ſhall adviſe, in order to protect the Jointure of the ſaid *A. B.* from any Incumbrances that may be thereon, and to protect the ſame, and to charge the Real Eſtate of the ſaid *B. B.* junior, in Caſe the Perſonal Eſtate ſhall be deficient to pay the whole Debts due from the ſaid Inteſtate, in Eaſe of the Perſonal Eſtate, for the Benefit of the ſaid *Q. R.* and other the Creditors of the ſaid *B. B.* but not ſo as to prejudice the Jointure of the ſaid *A. B.* *And further* alſo, that when and ſo ſoon as there ſhall be received and got in by the ſaid Truſtees out of the Eſtate and Effects of the ſaid Inteſtate the Sum of 1000 *l.* over and above and after Satisfaction and Diſcharge of the ſeveral Debts by Mortgage and Specialties, and the ſaid 200 *l.* ***per Ann.*** to the ſaid *A. B.* that the ſaid Sum of 1000 *l.* ſhall be divided amongſt all the ſimple Contract Creditors, Parties to theſe Preſents, or who ſhall appear to be juſt Creditors of the ſaid Inteſtate, equally and proportionably according to their reſpective Debts; and ſo from Time to Time as ſoon and as often as 1000 *l.* more ſhall be raiſed and got in, they the ſaid *O. P.* and *Q. R.* do hereby reſpectively, and not one for another, covenant, promiſe and agree to and with the ſaid *C. D.* and *E. F.* and other the Creditors of the ſaid *B. B.* junior, Parties to theſe Preſents, to pay and divide accordingly. *In Witneſs* whereof the ſaid Parties to theſe Preſents have hereunto interchangeably ſet their Hands and Seals the Day and Year firſt above written.

## *An Aſſignment of an Annuity and Judgment by a Truſtee, and a Confirmation thereof by an Executor of another Truſtee, in Truſt for better ſecuring a Sum of Money lent on a Mortgage.*

THIS *Indenture quinquepartite*, made, *&c.* between *A. B.* of, *&c.* of the firſt Part, *C. D.* of, *&c.* the only acting Executor of the Laſt Will and Teſtament of *D. B.* late of, *&c.* deceaſed, of the ſecond Part, *E. F.* of, *&c.* of the third Part, *G. H.* of, *&c.* of the fourth Part, and *J. K.* of, *&c.* of the fifth Part: *Whereas* by Indenture bearing Date, *&c.* and made or mentioned to be made between the ſaid *J. K.* of the one Part, and the ſaid *A. B.* by the Name of, *&c.* of the other Part, for the Conſideration of 1100 *l.* therein mentioned to be paid by the ſaid *A. B.* to the ſaid *J. K.* he the ſaid *J. K.* did give and grant unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, one Annuity or yearly Rent of 200 *l.* of lawful Money of *Great Britain*, iſſuing and going, and to be iſſuing and going out of all thoſe Meſſuages, Farms, Lands, Tenements and Hereditaments of him the ſaid *J. K.* ſituate, lying and being in, *&c.* then or late in the ſeveral Tenures or Occupations of *L. M. N. O. P. Q. &c.* or ſome other of them, or ſome other of their Under-tenants or Aſſigns, and out of all other the Meſſuages, Farms, Lands, Tenements and Hereditaments whatſoever of him the ſaid *J. K.* in, *&c. To have and to hold*, receive, perceive and take the ſaid Annuity or yearly Rent of 200 *l.* free and clear of and from all Manner of Taxes, Charges, Impoſitions and Deductions whatſoever, impoſed or to be impoſed by Authority of Parliament, or otherwiſe howſoevever, unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, for and during the Term of ninety-nine Years from thenceforth next enſuing and fully to be compleat and ended, if the ſaid *J. K.* and *A. B.* do and ſhall jointly ſo long live, to be paid by equal quarterly Payments, (that is to ſay) At the Feaſts of the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, the Birth of our Lord *Chriſt*, and the Annunciation of the Bleſſed Virgin *Mary*, in every Year, at or in the common Dining Hall of the *Inner Temple, London*; the firſt Payment thereof to begin and to be made at the ſaid Feaſt of, *&c.* next enſuing the Date thereof; and if it ſhould happen that the ſaid Annuity or yearly Rent of 200 *l.* to be behind and unpaid by the Space of twenty-one Days

Recital of granting the Annuity.

Days next over or after any of the ſaid Feaſt-Days or Days of Payment, whereon the ſame ought to be paid as aforeſaid, that then it ſhould and might be lawful to and for the ſaid *A. B.* and his Aſſigns, for and during the Continuance of the Term determinable as aforeſaid, into all and ſingular the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any Part or Parcel thereof, to enter and diſtrain for the ſaid Annuity or yearly Rent of 200 *l.* and all Arrears thereof, if any ſuch ſhould be; and the Diſtreſs and Diſtreſſes then and there found to lead, take, drive and carry away, and the ſame to detain and keep until the ſaid Annuity or yearly Rent of 200 *l.* and all Arrears thereof, together with the Charges of ſuch Diſtreſs or Diſtreſſes, ſhould be fully ſatisfied and paid unto theſaid *A. B.* and his Aſſigns; in which Indenture is contained a Proviſo, that in Caſe the ſaid *J. K.* ſhould at any Time after one Year from the Date thereof, be minded or deſirous to determine and make void the ſaid Term, and ſhould give ſix Months Notice in Writing to the ſaid *A. B.* that then and in ſuch Caſe, on Repayment of the ſaid 1100 *l.* and diſcharging the Arrears of the ſaid Annuity, and the ſaid Annuity unto the then next Quarter-Day, unto the ſaid *A. B.* or his Aſſigns, the ſaid Term of ninety-nine Years ſhould ceaſe and be void, as by the ſaid Indenture, Relation being thereunto had, more at large may appear. *And whereas* the ſaid Sum of 1100 *l.* ſo as aforeſaid paid to the ſaid *J. K.* was the proper Money of the ſaid *D. B.* and the Name of the ſaid *A. B.* was uſed in the ſame Indenture, only in Truſt for the ſaid *D. B.* *And whereas* the ſaid *D. B.* is ſince dead, having firſt made and duly publiſhed his laſt Will and Teſtament, and appointed *L. M.* and the ſaid *C. D.* Executors thereof, which ſaid *C. D.* has alone proved the ſaid Will, and taken upon himſelf the Burthen and Execution thereof: *And whereas* the ſaid *J. K.* did in —— Term in the ſaid Year of our Lord 17— confeſs or ſuffer a Judgment to the ſaid *A. B.* in his Majeſty's Court of —— for 2000 *l.* Debt, beſides Coſts of Suit, which is defeazanced, to be for the better ſecuring the Payment of the ſaid Annuity or yearly Rent of 200 *l.* *Now this Indenture witneſſeth,* that for and in Conſideration of the Sum of 1400 *l.* 2 *s.* 2 *d.* being in full of all the Arrears of the ſaid Annuity, and of the ſaid 1100 *l.* and Intereſt by the ſaid *G. H.* and of 5 *s.* by the ſaid *E. F.* to the ſaid *C. D.* and of 5 *s.* a-piece by the ſaid *E. F.* and *G. H.* to the ſaid *A. B.* at and before the Enſealing and Delivery of theſe Preſents, well and truly in Hand paid, the

That the Money paid for granting the Annuity was the Money of *D. B.* the Executor's Teſtator, &c.

That the Executor's Teſtator is dead, having firſt made his Will, &c.

That a Judgment is confeſſed for better ſecuring the ſaid Annuity.

The Conſideration.

the Receipt of which ſaid ſeveral Sums of 1400 *l.* 2 *s.* 2 *d.* 5 *s.* 5 *s.* and 5 *s.* they the ſaid *C. D.* and *A. B.* do hereby reſpectively acknowledge, and thereof and of every Part thereof do hereby acquit, exonerate, releaſe and diſcharge the ſaid *G. H.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents, he the ſaid *A. B.* by the ſpecial Order and Direction of the ſaid *G. H.* and by the Conſent and Approbation of the ſaid *C. D.* and the ſaid *J. K.* teſtified by their being made Parties hereto, and Signing and Sealing of theſe Preſents, *Hath* aſſigned, transferred and ſet over, given and granted, and by theſe Preſents, *Doth* aſſign, transfer and ſet over, give and grant unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, the ſaid Annuity or yearly Rent of 200 *l.* of lawful Money of *Great Britain*, iſſuing and going and to be iſſuing and going out of all the Meſſuages, Farms, Lands, Tenements and Hereditaments in the above recited Indenture of Grant mentioned, together with the ſaid recited Indenture, and all the Benefit and Advantage thereof, or which can or may be made thereof; and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid *A. B.* of, in, to and out of the ſame, together with the ſaid Judgment, and all Money thereon due and recoverable, and all the Benefit and Advantage that can or may be made thereof, with full Power to ſue for and recover the ſame; *And* the ſaid *C. D.* doth hereby ratify and confirm unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, the ſaid Annuity or yearly Rent of 200 *l.* of lawful Money of *Great Britain*, and alſo the ſaid Deed of Grant herein above recited, and all the Benefit and Advantage thereof, together with the ſaid Judgment, and all the Benefit thereof; *To have and to hold*, receive, perceive and take the ſaid Annuity or yearly Rent of 200 *l.* free and clear of and from all and all Manner of Taxes, Charges, Impoſitions and Deductions whatſoever, impoſed or to be impoſed by Authority of Parliament, or otherwiſe howſoever, unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, together with the ſaid Judgment and Benefit thereof; *In Truſt* neverthelesſ for the ſaid *G. H.* his Heirs, Executors and Adminiſtrators; and the better to ſecure the Payment of the Sum of 8000 *l.* and Intereſt, advanced by the ſaid *G. H.* to the ſaid *J. K.* upon a Deed of Mortgage of the ſaid Premiſſes bearing even Date with theſe Preſents, and made between the ſaid *J. K.* and *L.* his Wife, of the one Part, and the ſaid *G. H.* of the other Part. *And* the ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns,

Grant.

Habendum.

In Truſt.

Aſſignor covenants that he has not done any Act to incumber.

ſigns, doth hereby covenant, promiſe and agree to and with the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *A. B.* hath not made, done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Reaſon or Means whereof the ſaid Annuity or yearly Rent of 200 *l.* or the ſaid Judgment is, are, can or may be any way impeached, ſurrendred, forfeited or avoided in Title, Charge, Eſtate, or otherwiſe howſoever. *In Witneſs,* &c. **P.**

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## *An Aſſignment of two Bonds and a Judgment by Executors.*

T*HIS Indenture* made, *&c.* between *A. B.* of, *&c.* and *B. B.* of, *&c.* Executors of the Laſt Will and Teſtament of *C. D.* late of, *&c.* deceaſed, of the one Part, and *E. F.* of, *&c.* of the other Part: *Whereas G. H.* of, *&c.* and *J. K.* of, *&c.* by their Bond or Obligation, bearing Date, *&c.* became bound unto the ſaid *C. D.* by the Name of *C. D.* of, *&c.* in the penal Sum of 2000 *l.* with Condition there-under written for Payment of the Sum of 1000 *l.* on the —— Day of, *&c.* with Intereſt for the ſame at the Rate of 4 *l.* by the Hundred by the Year, at, *&c.* *And whereas* the ſaid *G. H.* and *J. K.* by one other Bond or Obligation, bearing Date, *&c.* became bound unto the ſaid *C. D.* in the penal Sum of 800 *l.* with Condition there-under written for Payment of the Sum of 400 *l.* upon the, *&c.* with Intereſt for the ſame, after the Rate of 4 *l.* by the Hundred by the Year, at, *&c.* as in and by the ſaid two ſeveral Bonds or Obligations, Relation being thereunto reſpectively had, may appear. *And whereas* the ſaid *C. D.* departed this Life on or about the, *&c.* having firſt made his Laſt Will and Teſtament in Writing, and the ſaid *A. B.* and *B. B.* Executors thereof, who have ſince proved the ſame in the Prerogative Court of *Canterbury*: *And whereas* the ſaid *A. B.* and *B. B.* as Executors to the ſaid *C. D.* did in *Michaelmas* Term laſt, before the Date of theſe Preſents, in his Majeſty's Court of Exchequer at *Weſtminſter*, recover Judgment on the ſaid firſt recited Bond for 2000 *l.* Debt, beſides Coſts of Suit, as by the Record of the ſaid Judgment, Relation being thereunto had, may appear: *And whereas* there is now due to the ſaid *A. B.* and

Recital of the firſt Bond.

Second Bond.

Teſtator's Death and Will, &c.

That the Executors did recover Judgment on the firſt Bond.

That a certain Sum is due.

and *B. B.* as Executors of the ſaid *C. D.* on the ſaid firſt recited Bond, and the Judgment obtained thereon, for Principal and Intereſt, the Sum of 1082 *l.* 10 *s.* 2 *d.* and for Coſts 11 *l.* 1 *s.* and on the ſaid laſt recited Bond, for Principal and Intereſt, the Sum of 442 *l.* which ſaid Sums of 1082 *l.* 10 *s.* 2 *d.* 11 *l.* 1 *s.* and 442 *l.* make in the Whole the Sum of 1535 *l.* 11 *s.* 2 *d.*

That the Aſſignee hath agreed to advance and pay the ſame.

*And whereas* at the ſpecial Inſtance and Requeſt of the ſaid *G. H.* and *J. K.* he the ſaid *E. F.* hath agreed to advance and pay to the ſaid *A. B.* and *B. B.* the ſaid Sum of 1535 *l.* 11. *s.* 2 *d.* due on the ſaid recited Securities as aforeſaid:

The Conſideration.

*Now this Indenture witneſſeth,* that for and in Conſideration of the ſaid Sum of 1535 *l.* 11 *s.* 2 *d.* of good and lawful Money of *Great Britain,* to them the ſaid *A. B.* and *B. B.* in Hand well and truly paid by the ſaid *E. F.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof they the ſaid *A. B.* and *B. B.* do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and Diſcharge the ſaid *E. F.* his Executors and Adminiſtrators, for ever by theſe Preſents,

Aſſignment.

they the ſaid *A. B.* and *B. B. Have,* and either of them *Hath* aſſigned, transferred and ſet over, and by theſe Preſents *do,* and either of them *doth* aſſign, transfer and ſet over unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, the ſaid two ſeveral Bonds or Obligations, and the ſaid Judgment, and the ſaid Sum of 1535 *l.* 11 *s.* 2 *d.* due on the ſame reſpectively, and all and every Sum and Sums of Money due or to grow due thereon reſpectively, and all Benefit and Advantage of the ſame;

Habendum.

*To have, hold, receive and take* unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, to his and their own Uſe and Uſes.

Letter of Attorney.

*And* the ſaid *A. B.* and *B. B.* do, and either of them doth by theſe Preſents make, ordain, conſtitute and appoint the ſaid *E. F.* his Executors and Adminiſtrators, their true and lawful Attorney and Attornies, and do by theſe Preſents give unto him or them full Power and lawful Authority in their Names, Place or Stead, to aſk, demand and receive the ſaid Sum of 1535 *l.* 11 *s.* 2 *d.* and all and every other Sum and Sums of Money to grow due, and payable upon or by Virtue of the ſaid two ſeveral Bonds or Obligations and Judgment, and to ſue for and recover the ſame; and alſo in their Names to releaſe, acquit and diſcharge the ſame, and to do or cauſe to be done all and every ſuch lawful Act and Acts, Thing and Things, for the recovering, obtaining and getting the ſaid Sum of 1535 *l.* 11 *s.* 2 *d.* and all Monies hereafter to grow due, which they themſelves may or might do, or cauſe to be done, had not theſe Preſents been made.

Aſſignors covenant that notwithſtanding any Act done by them, the Money is due.

Not to revoke any Authority by this Deed given to the Aſſignee (unleſs at his Requeſt) nor acknowledge Satisfaction, or releaſe the Judgment or Bonds, or any Money due or to be due thereon, &c.

To do any further Act for enabling the Aſſignee to receive the Money.

made. *And* the ſaid *A. B.* and *B. B.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Executors and Adminiſtrators, and not the one for the other, but each for him and herſelf, his and her reſpective Executors and Adminiſtrators, do covenant, promiſe and agree to and with the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, (that is to ſay) That for and notwithſtanding any Act, Matter or Thing by them done or committed to the contrary, there is now juſtly due and owing on the ſaid recited Securities, the ſaid Sum of 1535 *l.* 11 *s.* 2 *d.* *And further*, that they the ſaid *A. B.* and *B. B.* their Executors or Adminiſtrators, ſhall not nor will at any Time hereafter revoke any Authority by theſe Preſents given to the ſaid *E. F.* nor will (unleſs it be at the Requeſt of the ſaid *E. F.* his Executors or Adminiſtrators) acknowledge Satisfaction on Record of the ſaid Judgment, or releaſe or diſcharge the ſaid Judgment, or the ſaid recited Bonds or Obligations, or any of the Money due or to be due thereon reſpectively, or diſavow or willingly become nonſuited in any Action or Suit to be brought for the ſame, nor do or willingly ſuffer to be done any Act or Thing whatſoever, whereby the ſaid Monies or any Part thereof may not be recovered, had and received by the ſaid *E. F.* his Executors or Adminiſtrators to his and their own Uſe. *And laſtly*, that they the ſaid *A. B.* and *B. B.* their Executors and Adminiſtrators, ſhall and will from Time to Time and at all Times hereafter, within the Space of ten Years next enſuing, at and upon the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *E. F.* make, ſeal and deliver, perform and do all and every Act and Acts, Thing and Things, for the better enabling or authorizing the ſaid *E. F.* his Executors and Adminiſtrators, to obtain, get or receive the ſaid Monies, and every Part thereof, to and for his and their own Uſe, or to acknowledge Satisfaction on the ſaid recited Judgment, and otherwiſe diſcharge all the Money due or to grow due on the ſaid ſeveral recited Securities, in ſuch Manner as by the ſaid *E. F.* his Executors or Adminiſtrators, or his and their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required, and ſo as in ſuch further Aſſurances there be contained no further or other Covenants than againſt the Perſons doing and executing the ſame, and ſo as the Perſons doing and executing the ſame, be not compelled to travel from the Places of their reſpective Abode. *And* the ſaid *E. F.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *A. B.* and *B. B.* their Executors and Adminiſtrators by theſe Preſents, that he the ſaid *E. F.* his Executors or Adminiſtrators, ſhall and will from Time to Time and at all Times, ſave, defend, keep harmleſs and indemnified the ſaid *A. B.* and *B. B.* their Executors and Adminiſtrators, his, her and their Lands and Tenements, Goods and Chattels, of, from and againſt all Coſts, Charges and Expences that he, ſhe or they ſhall or may bear or ſuſtain, for or by Reaſon of any Suit or Suits, or any Proceſs or Execution brought or ſued out in his, her or their Name or Names, by the ſaid *E. F.* his Executors or Adminiſtrators by Virtue of any Power or Authority hereby given, or otherwiſe howſoever. *In Witneſs*, &c. W.

Aſſignee covenants to indemnify the Aſſignors from all Coſts that they ſhall ſuſtain by Reaſon of any Suit brought in their Names.

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## *An Aſſignment of a Bond and Legacy by an Executor.*

THIS *Indenture tripartite*, made, &c. between *A. B.* of, &c. Executor of the Laſt Will and Teſtament of *B. B.* late of, &c. deceaſed, of the firſt Part, *C. D.* of, &c. Deviſee of *D. D.* late of, &c. deceaſed, of the ſecond Part, and *E. F.* of, &c. and *G. H.* of, &c. *J. K.* of, &c. and *L. M.* of, &c. of the third Part. *Whereas D. D.* deceaſed, by one Bond or Obligation, bearing Date, &c. became bound unto the ſaid *B. B.* in the penal Sum 1000 *l.* of good and lawful Money of *Great Britain*, with a Condition thereunder written, for making void the ſame on the Payment of 500 *l.* with lawful Intereſt for the ſame, on the —— Day of —— then next enſuing the Date thereof: *And whereas* the ſaid Sum of 500 *l.* Principal Money was due and owing to the ſaid *B. B.* from the ſaid *D. D.* at the Time of his Deceaſe, but the ſaid *C. D.* has ſince paid the Sum of 50 *l.* Part of the Princial Sum of 500 *l.* and there is now juſtly due and owing to the ſaid *A. B.* as Executor of the ſaid *B. B.* upon the ſaid recited Bond, the Principal Sum of 450 *l.* *And whereas* the ſaid *D. D.* by his Laſt Will and Teſtament in Writing, bearing Date, &c. did give and bequeath unto the ſaid *B. B.* the Sum of 500 *l.* *And whereas* the ſaid *B. B.* ſurvived the ſaid *D. D.* and became intitled to the ſaid Legacy or Sum of 500 *l.* and the ſaid *C. D.* hath paid all Intereſt, as well on the ſaid recited Bond as the ſaid Legacy, to the Day of

Recital of the Bond for 500 l.

50 l. received, and 450 l. now remains due.

Recital of the Legacy.

That the Legatee ſurvived the Teſtator, and became intitled to the Legacy.

That all Intereſt on the Bond and Legacy is paid.

Conſideration.

the Date of theſe Preſents; ſo that there remain now due and owing on the ſaid recited Bond, the Principal Sum of 450 *l.* and the ſaid Legacy of 500 *l.* and no more: *Now this Indenture witneſſeth* that for and in Conſideration of the ſaid ſeveral Sums of 450 *l.* and 500 *l.* to the ſaid *A. B.* in Hand paid by the ſaid *E. F. G. H. J. K.* and *L. M.* at or before the Sealing and Delivery of theſe Preſents, by and with the Conſent and Approbation of the ſaid *C. D.* and *K.* his Wife, teſtified by their being Parties to, and Signing and Sealing theſe Preſents, the Receipt whereof is hereby acknowledged, which ſaid ſeveral Sums of 450 *l.* and 500 *l.* are Part of the Produce of—— *South-Sea* Annuities mentioned in an Indenture quadripartite herein after

Aſſignment.

mentioned, he the ſaid *A. B. Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth* (by the Direction and Appointment of the ſaid *C. D.* and *K.* his Wife, teſtified as aforeſaid) bargain, ſell, aſſign, transfer and ſet over unto the ſaid *E. F. G. H. J. K.* and *L. M.* their Executors, Adminiſtrators and Aſſigns, the ſaid recited Bond or Obligation, and the ſaid Sum of 450 *l.* and all Sum and Sums of Money now due and to become due at any Time or Times hereafter by Virtue of the ſaid Bond or Obligation in any Manner of Ways whatſoever; and alſo the ſaid Legacy or Sum of 500 *l.* and all Intereſt to grow due for the ſame; and all the Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever of him the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, of, in, to or out of the ſaid recited Bond, and the Money now due and to become due thereon; and alſo of, in, to or out of the ſaid Legacy or Sum of 500 *l.* by Virtue of the ſaid Will of the ſaid *D. D.* and all Intereſt to become due for the ſame, in any Manner of Ways whatſoever; *Upon Truſt*, and to and for the ſeveral Uſes, Ends, Intents and Purpoſes, and ſubject to ſuch Covenants, Proviſoes and Agreements as are mentioned and declared, touching and concerning the ſaid —— *South-Sea* Annuities, in and by an Indenture quadripartite, bearing Date, *&c.* and made or mentioned to be made between the ſaid *C. D.* of the firſt Part, the ſaid *K.* his Wife by her then Name of, *&c.* of the ſecond Part, the ſaid *E. F.* and *G. H.* of the third Part, and the ſaid *J. K.* and *L. M.* of the fourth Part, and to or for no other Uſes, In-

Letter of Attorney.

tents or Purpoſes whatſoever. *And* the ſaid *A. B.* hath hereby for himſelf, his Executors and Adminiſtrators, made, ordained, authorized and appointed, and by theſe Preſents doth make, ordain, authorize and appoint the ſaid *E. F. G. H. J. K.* and *L. M.* and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, his true and lawful Attornies and Attorney irrevocably, to aſk, demand, ſue for, recover and receive of and from all and every Perſon and Perſons whatſoever the ſaid Sum of 450 *l.* and all and every other Sum and Sums of Money now due, and at all Times hereafter to grow and become due by Virtue of the above recited Bond, and alſo the ſaid Legacy or Sum of 500 *l.* and all the Intereſt to grow due for the ſame; and on Receipt of the ſaid ſeveral Sums, or either of them, or any Part or Parcel of either of them, for him, and in his Name, Place and Stead, and in the Name, Place and Stead of his Executors and Adminiſtrators, to give full and ſufficient Releaſes, Acquittances and Diſcharges for the ſame, and to do all and every Act, Matter and Thing whatſoever, touching or concerning the Premiſſes, in as full and ample Manner to all Intents and Purpoſes, as he or they could or might do if he or they were preſent. *And* the ſaid *A. B.* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *E. F. G. H. J. K.* and *L. M.* their Executors and Adminiſtrators by theſe Preſents, in Manner and Form following, (that is to ſay) That notwithſtanding any Act, Matter or Thing by him the ſaid *A. B.* and *B. B.* or either of them made, done or ſuffered, the ſaid recited Bond or Obligation is now in full Force and Virtue, not any ways releaſed or diſcharged, and that there is really and truly due thereon the ſaid Sum of 450 *l.* and alſo that the ſaid 500 *l.* Legacy is ſtill due and owing to him the ſaid *A. B.* as Executor of the ſaid *B. B.* as aforeſaid: *And further* that he the ſaid *A. B.* his Executors and Adminiſtrators ſhall not, nor will at any Time or Times hereafter, releaſe or diſcharge the ſaid recited Bond, or any Sum or Sums of Money now due or to grow due by Virtue of the ſaid Bond, or receive the ſaid Legacy of 500 *l.* or any Part thereof, or the Intereſt thereof, or any ways releaſe or diſcharge the ſaid Legacy, nor releaſe or diſcharge any Suit or Suits to be brought or commenced for the Recovery of the ſaid ſeveral Sums, without the Direction of his ſaid Attornies and Attorney in Writing firſt had and obtained for that Purpoſe, but ſhall and will ratify and confirm all and whatſoever his ſaid Attornies and Attorney ſhall and may lawfully act and do in and about the Premiſſes by Virtue of theſe Preſents. *And* the

Aſſignor covenants that notwithſtanding any Act done by him or *B. B.* the Bond is in Force, and that there is thereon due 450 l. and that the 500 l. Legacy is due to him as Executor of *B. B.*

Not to releaſe the Bond or any Money due by Virtue of the Bond, or receive the Legacy or the Intereſt thereof, or releaſe the Legacy or any Suit to be commenced, &

C. D. covenants to indemnify the Aſſignor from all Coſts, and repay to him all Money that he ſhall lay out by Reaſon of the Authority hereby given, or of any Suit which ſhall be commenced, &c.

the ſaid *C. D.* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *A. B.* his Executors and Adminiſtrators by theſe Preſents, that he the ſaid *C. D.* his Heirs, Executors or Adminiſtrators ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *A. B.* his Executors and Adminiſtrators, and every of them, of and from all Coſts, Charges, Damages and Expences whatſoever, and alſo reimburſe, repay and ſatisfy to him the ſaid *A. B.* his Executors and Adminiſtrators, all ſuch Sum and Sums of Money whatſoever, which he, they or any or either of them ſhall or may bear, pay, expend or lay out, ſuſtain, ſuffer or be put unto for or by Reaſon or Means of any Power or Authority hereby given, or of any Suit, Action or Proſecution which ſhall or may at any Time be commenced or charged on by Virtue of the ſaid recited Bond, or by Virtue or on Account of the ſaid 500 *l.* Legacy hereby before aſſigned, or any other Matter or Thing whatſoever relating thereunto. *In Witneſs*, &c.

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## *An Aſſignment of a Leaſehold Houſe*, &c. *and of Jewels, Plate, Houſhold Stuff and Furniture, by a Widow, with the Conſent of her intended Husband, in Truſt for her own ſeparate Uſe.*

THIS *Indenture Tripartite* made, *&c.* between *A. B.* of, *&c.* Widow, Relict and Executrix of *B. B.* late of, *&c.* deceaſed, of the firſt Part, *C. D.* of, *&c.* of the ſecond Part, and *E. F.* of, *&c.* and *G. H.* of, *&c.* of the third Part. *Whereas* by Indenture bearing Date, *&c.* and made or mentioned to be made between *J. M.* of, *&c.* of the one Part, and *G. D.* of, *&c.* of the other Part, the ſaid *J. M.* for the Conſiderations therein mentioned, *Did* demiſe, leaſe and to farm let unto the ſaid *G. D.* his Executors, Adminiſtrators and Aſſigns, *All* that Piece or Parcel of Ground, Part of, *&c.* next the Ground and Buildings late of *R. F.* on the South, together with the Meſſuage or Tenement, Coach-houſe and Stables, and all other Erections and Buildings erected and built, and to be erected and built thereupon, with the Appurtenances to the ſame belonging, which ſaid Piece or Parcel of Ground thereby demiſed

Recital of a Leaſe.

is mentioned to be more particularly deſcribed in the Scheme or Ground-Plot thereof in the Margin of the ſaid recited Indenture of Leaſe; *To hold* the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Coach-houſe and Stable, with the Appurtenances thereunto belonging, unto the ſaid *G. D.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of, *&c.* the Date of the ſaid recited Indenture of Leaſe, unto the full End and Term of fifty-ſix Years from thence next enſuing, and fully to be compleat and ended, *At* and under the Rent of a Pepper-Corn for the firſt two Years, and one Quarter of a Year of the ſaid Term, (if demanded) and at and under the yearly Rent or Sum of —— for the Remainder of the ſaid Term of fifty-ſix Years, payable as therein mentioned: *And whereas* the ſaid Piece or Parcel of Ground, and the ſaid Meſſuage or Tenement, Coach-houſe and Stable thereon erected, and all other the Premiſſes herein before mentioned to be demiſed, have by ſeveral meſne Aſſignments or otherwiſe became legally veſted in the ſaid *B. B.* for the Remainder of the ſaid Term of fifty-ſix Years then to come and unexpired. *And whereas* the ſaid *B. B.* is ſince dead, but before his Death made a Will in Writing, bearing Date, *&c.* and among other Deviſes and Bequeſts therein did give unto *T. B.* and *U. B.* by the Deſcription of his loving Father and Mother the Sum of 60 *l.* a Year during their joint Lives, and charged all his Eſtate Real and Perſonal with the Payment thereof; and his ſaid Will and Intention was, that his Executrix did and ſhould, during his ſaid Father and Mother's joint Lives, pay 50 *l.* a Year, Part of the ſaid 60 *l.* a Year unto his ſaid Mother, or into the Hands of ſuch Perſon or Perſons as ſhe ſhould nominate and appoint to receive the ſame, and not otherwiſe, and the other 10 *l.* a Year, Reſidue of the ſaid 60 *l.* a Year, unto his ſaid Father, his Will being that his ſaid Father ſhould not receive the ſaid 50 *l.* a Year during the joint Lives of his ſaid Father and Mother; and from and after the Deceaſe of either of them he gave and deſired the whole 60 *l.* a Year might be paid to the Survivor of them, for and during the Term of his or her natural Life; and of his ſaid Will made, conſtituted and appointed the ſaid *A. B.* his Executrix, who hath ſince the Death of the ſaid *B. B.* proved the ſame Will in common Form, by Means whereof the ſaid Piece or Parcel of Ground, and the ſaid Meſſuage or Tenement, Coach-houſe and Stable thereon erected, and all other the Premiſſes veſted in the ſaid *B. B.* are now veſted in the ſaid *A. B.* (ſubject as aforeſaid) for and during all the Reſt,

That the Premiſſes became veſted in *B. B.*

Recital of *B. B.*'s Will, and of his giving an Annuity.

Recital of the intended Wife's being poſſeſſed of Jewels, &c.

A Marriage intended.

That it hath been agreed that the Premiſſes ſhall be veſted in Truſtees.

Conſideration.

Aſſignment.

Reſidue and Remainder of the ſaid Term of fifty-ſix Years now to come and unexpired, as in and by the ſaid recited Leaſe and the ſeveral meſne Aſſignments thereof, and the ſaid Will and Probate thereof, Relation being thereunto reſpectively had, may more fully and at large appear. *And whereas* the ſaid *A. B.* is now alſo poſſeſſed of Jewels, Plate, Houſhold Stuff, Furniture and other Things mentioned and contained in the Schedule hereunder written: *And whereas* a Marriage is (by God's Permiſſion) ſhortly intended to be had and ſolemnized between the ſaid *C. D.* and *A. B.* and the ſaid *C. D.* is to have and be intitled to Freehold Land and *South-Sea* Annuities, amounting to the Value, and accepted at and for the Sum of ——— of good and lawful Money of *Great Britain,* for the Portion of the ſaid *A. B.* to be applied and diſpoſed of according to the ſeveral Truſts mentioned and contained in an Indenture Quadriparte, bearing even Date with theſe Preſents, and made or mentioned to be made between the ſaid *C. D.* of the firſt Part, the ſaid *A. B.* of the ſecond Part, the ſaid *E. F.* and *G. H.* of the third Part, and *J. K.* of, *&c.* and *L. M.* of, *&c.* of the fourth Part, excluſive of the ſaid Meſſuage or Tenement, Jewels, Plate, Houſhold Stuff, Furniture and Things in the ſaid Schedule now in the Poſſeſſion of the ſaid *A. B.* *And whereas* upon Treaty of the ſaid Marriage it hath been agreed by all the Parties hereto, that the ſaid Meſſuage or Tenement, and all other the Premiſſes ſhall be veſted in the ſaid *E. F.* and *G. H.* and remain and be upon the Truſts, and for the Ends and Purpoſes herein after mentioned and declared concerning the ſame: *Now this Indenture witneſſeth,* that for and in Conſideration of the Sum of 10 *l.* of, *&c.* to the ſaid *A. B.* in Hand paid by the ſaid *E. F.* and *G. H.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, the ſaid *A. B. Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth* (with the Privity and Conſent of the ſaid *C. D.* teſtified by his being a Party to and executing theſe Preſents) bargain, ſell, aſſign, transfer and ſet over unto the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, *All* the ſaid Piece or Parcel of Ground, Parcel of —— Field aforeſaid, together with the Meſſuage, Tenement or Houſe, Coach-houſe, Stable, and all other the Erections thereon now erected and built, and all and ſingular other the Premiſſes, with their and every of their Appurtenances in and by the ſaid recited Indenture of Leaſe demiſed as aforeſaid, or intended ſo to be, and which afterwards by meſne Aſſignments or otherwiſe came to and veſted in the ſaid *B. B.* deceaſed, and every of them, with their and every of their Rights, Members and Appurtenances, as the ſame are now in the Poſſeſſion of the ſaid *A. B.* and all the Eſtate, Right, Title, Intereſt, Term of Years, Time to come, Rents, Benefits, Profits, Property, Claim and Demand whatſoever of the ſaid *A. B.* of, in, to or out of the ſaid Piece or Parcel of Ground, Meſſuage, Tenement or Houſe, Stable, Buildings and Premiſſes hereby aſſigned or intended ſo to be, and every Part thereof, together with the ſaid recited Indenture of Leaſe, and the ſeveral meſne Aſſignments made thereof, as alſo all the ſaid Jewels, Plate, Houſehold Stuff, Furniture and other Things mentioned and contained in the ſaid Schedule now in the Poſſeſſion of the ſaid *A. B.* or uſed by her, and all her Right, Title, Intereſt, Claim and Demand whatſover of the ſaid *A. B.* of, in and to the ſame, and every Part thereof; *To have and to hold* the ſaid Piece or Habendum. Parcel of Ground, Meſſuage, Tenement or Houſe, Coach-houſe, Stable, Buildings, Hereditaments, and other the Premiſſes herein beforementioned to be demiſed, and by meſne Aſſignments, or otherwiſe, veſted in the ſaid *B. B.* deceaſed, with their Appurtenances, unto the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt, Reſidue and Remainder of the ſaid Term of fifty-ſix Years before recited and mentioned, which are therein yet to come and unexpired, ſubject to the ſaid yearly Rent of —— and to the Covenants and Agreements in the ſaid recited Indenture of Leaſe contained, on the Leſſee's and Aſſignee's Part to be paid, done and performed; *Upon ſuch Truſts* and Confidences, and to and for ſuch Ends, Intents and Purpoſes, and ſubject to ſuch Proviſoes and Agreements, as are herein after mentioned and declared concerning the ſame; *And to have and to hold* the ſaid Jewels, Plate, Houſhold Stuff, Habendum. Furniture and other Things mentioned and contained in the ſaid Schedule hereunder written, now uſed and poſſeſſed by the ſaid *A. B.* unto the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns from henceforth, upon the Truſts, and to and for the ſeveral Uſes, Ends, Intents and Purpoſes, and ſubject to the Proviſoes and Declarations herein after mentioned and declared concerning the ſame, (that is to ſay) *As for* and The Uſes. concerning the ſaid Meſſuage or Tenement and Premiſſes in *G.* Street aforeſaid, *In Truſt* in the firſt Place for the further and better ſecuring the Payment of the ſaid Sum or Annuity of 60 *l.* a Year to the ſaid *T. B.* and *U. B.* the Father and Mother of the ſaid *B. B.* deceaſed, and to the Survivor of them, according to the Will of the ſame *B. B.* and afterwards *in Truſt* for the indemnifying the other Eſtate and Effects of the ſaid *B. B.* of and from the Payment of the ſame Annuity, and ſubject thereto, in the next Place, *in Truſt* that the ſaid *E. F.* and *G. H.* and the Survivor of them, his Executors and Adminiſtrators, do and ſhall receive and pay the Rents, Iſſues and Profits of the ſaid Meſſuage or Tenement, and other the Premiſſes in *G.* Street aforeſaid (or ſo much thereof as ſhall not be applied in Payment of the ſaid Annuity) into the proper Hands of the ſaid *A. B.* (or permit her to receive the ſame) for and during the whole Time and Term of the intended Coverture between them the ſaid *C. D.* and *A. B.* for her own private Uſe and perſonal Expence, with which or any Part thereof the ſaid *C. D.* her intended Huſband ſhall not any way intermeddle or have any controuling or diſpoſing Power over the ſame; nor ſhall the ſame be liable to the Debts, Engagements or Demands of the ſaid *C. D.* her intended Huſband: *And* upon this *further Truſt*, (ſubject to the ſaid Annuity of 60 *l.* as aforeſaid) that they the ſaid *E. F.* and *G. H.* and the Survivor of them, his Executors and Adminiſtrators, do and ſhall aſſign and transfer the ſaid Meſſuage or Tenement in *G.* Street aforeſaid, hereby aſſigned to ſuch Perſon or Perſons, upon ſuch Truſts, and to and for ſuch Uſes, Ends, Intents and Purpoſes as the ſaid *A. B.* at any Time during her intended Coverture, and notwithſtanding the ſame ſhall, by any Deed or Writing executed in the Preſence of two or more credible Witneſſes, or by her laſt Will and Teſtament, or by any Writing purporting to be her laſt Will and Teſtament, executed in the Preſence of the like Number of Witneſſes, direct, limit and appoint, to take Place from and after the Determination of the ſaid intended Coverture, and not during the ſaid intended Coverture; it being the Intent of all the ſaid Parties, that the ſaid Meſſuage or Tenement and Premiſſes hereby aſſigned ſhall not be alienated or ſold during ſuch intended Coverture: *Provided* always, and it is hereby declared to be the true Intent and Meaning of theſe Preſents and the Parties hereto, that it ſhall and may be lawful to and for the ſaid *A. B.* by her Deed indented, notwithſtanding her intended Coverture, but as if ſhe was ſole and unmarried, to demiſe or leaſe the ſaid Meſſuage or Tenement in *G.* Street aforeſaid, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, (if the ſaid Term of fifty-ſix Years ſhall ſo long continue) but not in Reverſion or by

Power for the Wife to make Leaſes.

by Way of future Intereſt; ſo as upon every ſuch Leaſe or Leaſes, Demiſe or Demiſes reſpectively, there be reſerved and made payable, during the Continuance of ſuch Leaſe or Leaſes, Demiſe or Demiſes, the beſt and moſt improved Rent or Rents that can be had or obtained for the ſame, without any Fine or Income, or any other Matter or Thing, in lieu of any Fine or Income to be had or taken thereupon, or in Reſpect of the making ſuch Leaſes, and ſo as none of the ſaid reſpective Leaſes or Demiſes as aforeſaid, be by any Clauſe or Words therein contained freed from Impeachment of Waſte; and ſo as the Leſſee or Leſſees to whom ſuch Leaſe or Leaſes reſpectively ſhall be made as aforeſaid, doth and do ſeal and deliver a Counter-part or Counter-parts of ſuch Leaſe or Leaſes; and ſo as in every ſuch Leaſe for twenty-one Years, or any leſſer abſolute Term, there be contained a Clauſe of Re-entry, in Caſe the Rent and Rents thereupon to be reſerved, be behind and unpaid by the Space of twenty-one Days; any Thing herein contained to the contrary notwithſtanding. *And* the ſaid *A. B.* doth for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators by theſe Preſents, in Manner and Form following, (that is to ſay) That ſhe the ſaid *A. B.* hath not at any Time heretofore made, done or committed any Act, Matter or Thing, whereby the ſaid Meſſuage or Tenement and Premiſſes in G. Street aforeſaid, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe; *And* that the ſaid *A. B.* her Executors, Adminiſtrators or Aſſigns, ſhall and will from Time to Time and at all Times, during the natural Lives of the ſaid *T. B.* and *U. B.* and the Survivor of them, pay the ſaid Annuity of 60 *l.* a Year, according to the Will of the ſaid *B. B.* deceaſed; *And as for* and concerning all the ſaid Jewels, Plate, Houſehold-ſtuff, Furniture and other Things in the ſaid Schedule contained, and now in the Poſſeſſion of the ſaid *A. B.* *In Truſt* that the ſaid Truſtees and the Survivor of them, his Executors and Adminiſtrators, do and ſhall permit and ſuffer the ſaid *A. B.* during her intended Coverture, to wear, uſe and enjoy the ſame Jewels, Plate, Houſehold-ſtuff, Furniture and other Things ſo ſcheduled as aforeſaid, as her own ſeparate Eſtate, excluſive of her ſaid intended Husband, and with which he ſhall not intermeddle or have any controuling Power over the ſame; nor ſhall the ſame be liable to his Debts or Engagements, but to be at the Diſpoſal of the ſaid *A. B.* as is herein after mentioned and provided:

The intended Wife covenants that ſhe has not done any Act to incumber.

To pay the Annuity.

Truſtees to permit the Wife, during her intended Coverture, to enjoy the Jewels, &c.

Power for the Wife to ſell, change and diſpoſe of the Jewels, &c.

*Provided* always, and it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and theſe Preſents are, that it ſhall and may be lawful to and for the ſaid *A. B.* notwithſtanding her intended Coverture, and at any Time during her Coverture, to alter, ſell, change and diſpoſe of the ſaid Jewels, Plate, Houſehold-ſtuff, Furniture and other Things in the ſaid Schedule mentioned, to any Perſon or Perſons for any real and valuable Conſideration; ſo as the Money ariſing by ſuch Sale, or other Things that may come in Lieu of any other Diſpoſition, to be received, had and taken by the ſaid Truſtees, and the Survivor of them, his Executors and Adminiſtrators, to be upon the like Truſts, and for the like ſeparate Uſe of the ſaid *A. B.* as are herein before declared concerning the ſaid Jewels, Plate, Houſehold-ſtuff, Furniture and other Things in the ſaid Schedule mentioned, and to, for or upon no other Truſt whatſoever:

Power for the Wife by any Deed or Will to give or diſpoſe of the Jewels, &c.

*Provided* always, and it is hereby likewiſe declared and agreed by all the ſaid Parties hereto, and particularly by the ſaid *C. D.* that it ſhall and may be lawful to and for the ſaid *A. B.* at any Time, during her intended Coverture, and notwithſtanding the ſame, by any Deed or Deeds to be by her executed in the Preſence of two or more credible Witneſſes, or by her Laſt Will and Teſtament, or any Writing purporting to be her Laſt Will and Teſtament, ſubſcribed and publiſhed in the Preſence of the like Number of Witneſſes, to give or diſpoſe of the ſaid Jewels, Plate, Houſehould-ſtuff, Furniture and other Things in the ſaid Schedule, and every Part thereof, or of any Monies, Securities or other Things that may be the Produce of, or come in the Room or in Lieu of any of the Premiſſes as ſhall be diſpoſed of, ſold, altered or changed, ſo as ſuch Gift or Diſpoſition is not to take Place at any Time during the ſaid intended Coverture, it being the Intent of all the ſaid Parties, that the ſaid Jewels, Plate and other Things in the ſaid Schedule, or the Monies and Produce thereof, and every Part thereof, ſhall, during the ſaid intended Coverture, remain and be upon the ſaid Truſts, and for the ſaid ſeparate Uſe of the ſaid *A. B.* as aforeſaid; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding.

The Receipt of the Wife, notwithſtanding her Coverture, to be good for the Rent of the Eſtate.

*Provided alſo*, that the Receipt of the ſaid *A. B.* notwithſtanding her intended Coverture, ſhall be a good and ſufficient Diſcharge for the Rent of the ſaid Truſt Eſtate, or any Part thereof, that ſhall be by the ſaid Truſtees or the Survivor of them, his Executors or Adminiſtrators, paid to the ſaid *A. B.* or her Order in Writing;

any Thing in theſe Preſents contained to the contrary notwithſtanding: *Provided* further, that if the ſaid *A. B.* ſhall not make any Diſpoſition of the ſaid Meſſuage or Tenement and Premiſſes in *G.* Street aforeſaid, and of the ſaid Jewels, Plate and Furniture, or of the Monies that may be the Produce of them by Deed or Will as aforeſaid, according to the true Intent and Meaning of theſe Preſents; *Then* and for Want of ſuch diſpoſition, the ſaid Truſtees, and the Survivor of them, his Executors and Adminiſtrators, do and ſhall from thenceforth ſtand and be poſſeſſed of the ſaid Meſſuage or Tenement, and other the Premiſſes, *In Truſt* for and for the equal Benefit of all and every the Children of the ſaid *A. B.* by the ſaid *C. D.* equally to be divided among them, Share and Share alike, if more than one; and if but one ſuch Child, to and for his or her Benefit; but in Default of ſuch Iſſue, or having ſuch Iſſue, all ſuch Iſſue ſhall be dead without Iſſue at the Deceaſe of the ſaid *A. B. Then in Truſt* for the Executors or Adminiſtrators of the ſaid *A. B.* and for his, her and their Benefit; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding: *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and theſe Preſents are, that in Caſe the ſaid *A. B.* ſhall happen to ſurvive the ſaid *C. D.* her intended Husband, then all and every the ſaid Truſts herein before limited or declared concerning the ſame reſpective Premiſſes, or ſuch of them as ſhall not be determined, ſhall ceaſe and determine; and the ſaid *E. F.* and *G. H.* and the Survivor of them, his Executors and Adminiſtrators, do and ſhall, at the Coſts and Charges of the ſaid *A. B.* (the ſaid Truſtees having firſt been paid and ſatisfied all their Coſts, Charges and Damages, in Reſpect to the ſaid Truſts, or any of them) transfer, pay, deliver up and aſſign all the ſaid Premiſſes in them before veſted or intended ſo to be, or ſhall have actually come to their Hands and Poſſeſſion, unto the ſaid *A. B.* or to ſuch other Perſon or Perſons as ſhe the ſaid *A. B.* ſhall direct or appoint, according to the true Meaning of theſe Preſents; any Thing herein contained to the contrary thereof in any Wiſe notwithſtanding. *And* the ſaid *C. D.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, by theſe Preſents, that for and notwith-

If ſhe does not diſpoſe of the Premiſſes, then the Truſtees to be poſſeſſed of the ſame for the Children of the Marriage; but in Default of Iſſue, for her Executors, &c.

If the Wife ſurvives the Husband, then the Truſts to ceaſe, and the Truſtees at the Coſts of the Wife (they having been firſt paid their Coſts) to deliver up and aſſign the Premiſſes to her.

The Husband covenants, that notwithſtanding any Thing by him done or to be done, the Premiſſes hereby aſſigned ſhall be for the ſole Uſe of the Wife, and with which he will not intermeddle.

ſtanding any Act, Matter or Thing, by the ſaid *C. D.* done, or to be done or ſuffered, all and every the Jewels, Plate, Houſehold-ſtuff, Furniture and other Things in the ſaid Schedule contained, and now poſſeſſed by the ſaid *A. B.* and all other the Premiſſes hereby aſſigned, or whereof any Truſts are herein before declared, ſhall (notwithſtanding her intended Coverture) be and remain to and for the ſole and ſeparate Uſe, Wearing and abſolute Diſpoſal of her the ſaid *A. B.* according to the ſeveral Truſts, Declarations, Proviſoes and Agreements herein before mentioned, provided and declared concerning the ſame Premiſſes reſpectively, and with which he the ſaid *C. D.* will not any way intermeddle or have any controuling Power over the ſame; nor ſhall the ſame be liable to his Debts and Engagements. *Provided laſtly*, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, and the Parties hereunto, that it ſhall and may be lawful to and for the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, and every of them reſpectively from Time to Time, and at all Times hereafter, to retain and deduct, by and out of the Rents, Iſſues and Profits of the Leaſehold Eſtate before mentioned, and intended to be veſted in them, all or any of the Premiſſes aforeſaid, which ſhall by Virtue of theſe Preſents, or any Truſt herein declared, come to their or any of their Hands, all Charges, Expences, Loſſes and Damages whatſoever, which they or any of them reſpectively ſhall expend or be put unto, or in any wiſe ſuſtain in or about the executing or performing all or any of the Truſts aforeſaid, or otherwiſe, by reaſon of theſe Preſents, or any Truſt herein declared; and that the ſaid *E. F.* and *G. H.* their Executors or Adminiſtrators reſpectively, ſhall be charged or chargeable only each of them for and with his own Receipts, Payments, Acts and wilful Defaults only, and not otherwiſe, and ſhall not be charged or chargeable with any Sum or Sums of Money, other than ſuch as ſhall actually and reſpectively come to his or their own Hands reſpectively, by Virtue of theſe Preſents, nor with any Loſs or Damage which may happen in placing out all or any of the Monies aforeſaid, on real Securities or Parliamentary Funds, or in the Purchaſing of Stock, *South-Sea* or *Eaſt-India* Bonds, or depoſiting the ſame in any Bank or Banker's Hands, or elſewhere, for ſafe Cuſtody, ſo as (during the Coverture of the ſaid *C. D.* and *A. B.* his intended Wife) the ſame be with ſuch Conſent or Approbation as aforeſaid; nor with any other Loſs or Damage which may happen by reaſon of the Execution of any the

Truſtees to retain out of the Rents of the Premiſſes all Charges.

Truſts hereby in them repoſed, without his or their reſpective wilful Defaults. *In Witneſs*, &c.

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## *An Aſſignment of all a Widow's perſonal Eſtate, except* 100 l. *which her intended Husband is to receive in Marriage with her, in Truſt for her own ſeparate Uſe; and if ſhe ſurvives her Husband, ſhe is to have of his perſonal Eſtate* 100 l. *for the* 100 l. *received by him.*

T*HIS Indenture tripartite*, made, &c. between *R. S.* of, &c. of the firſt Part, *K. F.* of, &c. Widow, of the ſecond Part, and *W. D.* of, &c. of the third Part. *Whereas* there is a Marriage intended to be had and ſolemnized between the ſaid *R. S.* and the ſaid *K. F.* *And whereas* it is agreed by and between the ſaid *R. S.* and the ſaid *K. F.* that the ſaid *R. S.* ſhall have in Marriage with the ſaid *K. F.* the Sum of 100 *l.* only, and no more, out of the perſonal Eſtate of the ſaid *K. F.* which ſaid Sum of 100 *l.* the ſaid *R. S.* doth by theſe Preſents acknowledge to have had and received, or to be ſecured to be paid to him; and that all the Reſt and Reſidue of the Eſtate of the ſaid *K. F.* ſhall be diſpoſed of by her at her free Will and Pleaſure, whether ſhe ſhall be ſole or married, as a ſeparate Eſtate, and wherewith the ſaid *R. S.* is not to intermeddle. *And whereas* the ſaid *K. F.* is poſſeſſed of and intereſted in Monies, Goods and Chattels over and above the ſaid 100 *l.* received by the ſaid *R. S.* *And whereas* it is agreed that in Caſe the ſaid *R. S.* ſhall die before the ſaid *K. F.* that the ſaid *R. S.* ſhall leave the ſaid *K. F.* the Sum of 100 *l.* for the 100 *l.* received in Marriage with her: *Now this Indenture witneſſeth*, that the ſaid *K. F.* by and with the Conſent and Approbation of the ſaid *R. S.* who doth hereby conſent and agree thereto, teſtified by his being made Party to, and Signing and Sealing theſe Preſents, and for and in Conſideration of the Sum of 10 *s.* of, &c. to her in Hand paid by the ſaid *W. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof ſhe doth acknowledge, and for divers other good Cauſes and Conſiderations her thereunto moving, *Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents *Doth* grant, &c. unto the ſaid *W. D.* his Executors, Adminiſtrators and Aſſigns, all her Goods, Chattels, Monies and Debts due, owing and belonging

Recital of a Marriage intended.

Agreement that the Husband ſhall have in Marriage 100 l. only, out of the perſonal Eſtate of the Wife.

The Wife is poſſeſſed of other Monies above the 100 l.

In Caſe the Husband dies before the Wife, then he ſhall leave her 100 l. for the 100 l. received in Marriage with her.

Aſſignment.

belonging to her upon any Account, to be had, received, taken and diſpoſed of by the ſaid *W. D.* for the ſole and ſeparate Uſe and Benefit of the ſaid *K. F.* (notwithſtanding her Coverture) with which the ſaid *R. S.* is not in any Sort to intermeddle; and that the ſaid *W. D.* ſhall and may, during the Life of the ſaid *K. F.* diſpoſe and employ the principal Monies in Hand, for the reaſonable Benefit of ſaid *K. F.* in ſuch Manner as he ſhall think proper, and in ſo doing ſhall be freed and diſcharged from any Loſs that may happen thereby; and that the ſaid *W. D.* his Executors, Adminiſtrators and Aſſigns, ſhall be allowed out of the Premiſſes all his neceſſary Coſts and Charges, in, about and concerning the Truſt by theſe Preſents repoſed, and the Execution thereof; and that the ſaid *W. D.* his Executors, Adminiſtrators or Aſſigns, ſhall not be anſwerable for any Money, Goods or Chattels, but what ſhall actually come to his or their Hands reſpectively. *And* it is hereby declared and agreed, that all and every Acquittance or Acquittances, or other Diſcharges given by the ſaid *K. F.* under her Hand, in reſpect of the Truſt by theſe Preſents created, or on Account of the Matters aforeſaid, ſhall be good and effectual, whether ſhe be ſole or married.

Husband covenants that he will conſent that *K. F.* ſhall make her Will of the Premiſſes, and the Diſpoſition of what is aſſigned;

*And* the ſaid *R. S.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *W. D.* his Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, in manner and Form following, (that is to ſay) That he the ſaid *R. S.* ſhall and will conſent and agree, and permit and allow that the ſaid *K. F.* (notwithſtanding her Coverture) ſhall and may make her Laſt Will and Teſtament of and concerning the Premiſſes, and the Diſpoſition of what is aſſigned to the ſaid *W. D.* as aforeſaid, and ſuch Executor or Executors as ſhe pleaſeth;

and give his Conſent that the Will ſhall be proved.

*And* that after the Deceaſe of the ſaid *K. F.* in Caſe the ſaid *R. S.* ſhall ſurvive her, he the ſaid *R. S.* ſhall, upon Requeſt to him made in that Behalf, give and declare his Conſent in ſuch Manner as ſhall be requiſite, that the ſaid Will may be exhibited, proved and regiſtred, and ſhall approve, ratify and confirm the ſame, and whatſoever her Executor or Executors of the ſaid Will ſhall do touching or concerning the Execution and Performance of the true Intent and Meaning of the ſaid Will.

Husband covenants that in Caſe the Wife ſurvives, ſhe ſhall have of his perſonal Eſtate 100 l. &c.

*And* the ſaid *R. S.* doth alſo by theſe Preſents, for himſelf, his Executors and Adminiſtrators, in Performance of his Agreement aforeſaid, covenant, promiſe and agree to and with the ſaid *W. D.* his Executors and Adminiſtrators

niſtrators, that in Caſe ſhe the ſaid *K. F.* ſhall ſurvive the ſaid *R. S.* that the ſaid *K. F.* ſhall have of the Perſonal Eſtate of the ſaid *R. S.* the Sum of 100 *l.* to be paid her on his Deceaſe; and that in ſuch Caſe he the ſaid *R. S.* ſhall by his laſt Will and Teſtament or otherwiſe provide that the ſaid Sum of 100 *l.* ſhall be ſecured to be paid and be paid to the ſaid *K. F.* on the Deceaſe of the ſaid *R. S.* and for the true Payment of the ſaid 100 *l.* to the ſaid *K. F.* on the Death of the ſaid *R. S.* if ſhe ſurvives the ſaid *R. S.* the ſaid *R. S.* doth by theſe Preſents bind and oblige himſelf, his Heirs, Executors and Adminiſtrators, to the ſaid *W. D.* his Executors and Adminiſtrators, in the penal Sum of 200 *l.* *In Witneſs*, &c.

And for the Payment of the 100 l. binds himſelf in the penal Sum of 200 l.

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## *An Aſſignment or Reconveyance of a Mortgage by the Mortgagee to the Mortgagor, by Indorſement.*

T*O all to whom* theſe Preſents ſhall come, the within named *C. D.* ſendeth Greeting. *Whereas* the within named *A. B.* did not pay to the ſaid *C. D.* the within mentioned principal Sum of 1600 *l.* and the principal Sum of 400 *l.* in the other Indorſement mentioned, making in the whole 2000 *l.* with Intereſt reſpectively due thereon, at the Days, Time and Place, and in Manner as by the within Proviſo and the ſaid Indorſement were reſpectively provided, agreed or covenanted to be paid, by Means whereof the Eſtate and Intereſt of him the ſaid *C. D.* of and in the Piece or Parcel of Ground, Meſſuages, Houſes, Tenements and Buildings, and all other the Hereditaments within mentioned to be aſſigned to him the ſaid *C. D.* became abſolute in the Law for and during all the Reſt, Reſidue and Remainder of the within mentioned Term of ninety-nine Years then to come and unexpired, and for and during all the Term of eleven Years within mentioned: *And whereas* the ſaid *A. B.* paid all the Intereſt for the ſaid 2000 *l.* to the Day of the Date of theſe Preſents, ſo that there remains only due on the ſaid Securities the principal Sum of 2000 *l.* and no more: *Now know ye*, and theſe Preſents do witneſs, that for and in Conſideration of the ſaid Sum of 2000 *l.* of good and lawful Money of *Great Britain* to the ſaid *C. D.* in Hand paid by the ſaid *A. B.* at or before the Enſealing and Delivery hereof, in full for all the ſaid principal Money due and owing on the within Security, the Receipt whereof the ſaid *C. D.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *A. B.* his Executors and Adminiſtrators, and every of them, for ever by theſe Preſents, and for other good Cauſes and Conſiderations the ſaid *C. D.* thereunto moving, he the ſaid *C. D.* *Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, *All* that the within mentioned Piece or Parcel of Ground, Meſſuages, Tenements, Houſes and Buildings thereupon erected and built, or to be erected and built, *Except* as therein is excepted, and all the within mentioned Piece or Parcel of Ground granted by, *&c.* to the ſaid *A. B.* as is within mentioned, and the four Meſſuages or Tenements and Buildings thereon erected or to be erected, and all other the Hereditaments and within Premiſſes, which in and by the within written Indenture were granted, bargained, ſold and aſſigned, or intended ſo to be by the ſaid *A. B.* to the ſaid *C. D.* and every of them, with their and every of their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Term of Years, Time to come and unexpired, Property, Claim and Demand whatſoever of him the ſaid *C. D.* either in Law or Equity, of, in, to or out of the ſame, together with the within recited Indenture quadripartite, Letters Patent, and the within written Indenture; *To have and to hold* the ſaid Piece or Parcel of Ground, Meſſuages or Tenements and Buildings, and all and ſingular other the Premiſſes, and every Part and Parcel thereof, with their and every of their Rights, Privileges and Appurtenances unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of ninety-nine Years within aſſigned, which are therein yet to come and unexpired, and for and during the ſaid Term of eleven Years within aſſigned and mentioned. *And* the ſaid *C. D.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *C. D.* hath not at any Time heretofore made, done or committed any Act, Matter or Thing whatſoever, whereby or wherewith, or by Means whereof the ſaid Premiſſes hereby aſſigned or intended ſo to be, or any Part or Parcel thereof, are, is, ſhall, may or can be impeached, charged or incumbred in the Title, Charge, Eſtate, or otherwiſe howſoever. *In Witneſs*, &c.

## *An Aſſignment and Surrender of a Mortgage before the Money is due, by Indorſement.*

WHereas the within named *A. B.* and *M.* his Wife have paid all Intereſt to the within named *C. D.* and *E. F.* for the within mentioned principal Sum of 200*l.* lent on Security of the within mentioned Lands and Premiſſes to the Day of the Date of theſe Preſents: *And whereas* the ſaid *C. D.* and *E. F.* are willing to take in and accept of the ſaid principal Sum of 200*l.* although the ſame is not become due and payable by Virtue of the Proviſo mentioned and contained in the within written Indenture: *Now theſe Preſents witneſs*, that for and in Conſideration of the Sum of 200*l.* of good and lawful Money of *Great Britain* to the ſaid *C. D.* and *E. F.* in Hand paid by the ſaid *A. B.* at or before the Enſealing and Delivery of theſe Preſents, in full of all Monies due, owing or ſecured to the ſaid *C. D.* and *E. F.* on the within mentioned mortgaged Lands and Premiſſes, the Receipt and Payment of which ſaid Sum of 200*l.* the ſaid *C. D.* and *E. F.* do hereby acknowledge, and thereof and of every Part thereof do acquit, releaſe and diſcharge the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, and every of them by theſe Preſents, and for other good Cauſes and Conſiderations, the ſaid *C. D.* and *E. F.* thereunto moving, they the ſaid *C. D.* and *E. F. Have*, and each of them *Hath* bargained, ſold, aſſigned, transferred, ſurrendered and ſet over, and by theſe Preſents do, and each of them *Doth* bargain, ſell, aſſign, transfer, ſurrender and ſet over unto the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, all and ſingular the Lands, Hereditaments and Premiſſes within mentioned, which in and by the within written Indenture were granted, bargained, ſold and demiſed, or meant, mentioned or intended ſo to be by the ſaid *A. B.* and *M.* his Wife, or either of them, to the ſaid *C. D.* and *E. F.* and every of them with their Appurtenances, and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years, Property, Truſt, Claim and Demand whatſoever, both in Law and Equity, of them the ſaid *C. D.* and *E. F.* and each of them, of, in and to the ſaid Premiſſes, and every Part thereof, together with the within written Indenture; *To have and to hold* the ſaid Lands, Hereditaments and Premiſſes before mentioned, and intended to be hereby aſſigned and ſurrendered, with their Appurtenances, unto the ſaid *A. B.* his

Executors, Adminiſtrators and Aſſigns from henceforth, for and during all the Reſt, Reſidue and Remainder of the Term of 500 Years within granted and demiſed, which are yet to come and unexpired, to the End, Intent and Purpoſe that the ſame Term may merge, drown and ſink in the Inheritance of the ſaid Premiſſes veſted in the ſaid *A. B.* and his Heirs. [*Separate Covenants from* C. D. *and* E. F. *that they had done no Act to incumber.*] *In Witneſs*, &c.

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## *An Aſſignment and Confirmation of a Recognizance and two Mortgages for the Remainder of two ſeveral Terms of* 1000 *Years, and of two Bonds for Performance of Covenants in the ſaid Mortgages.*

THIS *Indenture Tripartite* made, *&c.* between *A. B.* of, *&c.* and *B. B.* of, *&c.* Father of the ſaid *A.* of the firſt Part, *C. D.* of, *&c.* Widow, one of the Daughters and Coheirs of *F. P.* late of, *&c.* and alſo Siſter, Heir and Reſiduary Deviſee of *W. P.* late of, *&c.* of the ſecond Part, and *E. F.* of, *&c.* of the third Part. *Whereas J. B.* late of, *&c.* deceaſed, did in his Life-time advance and lend unto the ſaid *F. P.* the Sum of 600 *l.* of lawful Money of *Great Britain*: *And whereas*, for ſecuring the Repayment of the ſame with Intereſt, the ſaid *F. P.* by one Recognizance or Writing obligatory in the Nature of a Statute Staple ordained and provided for the Recovery of Debts, bearing Date, *&c.* taken and acknowledged before Sir *R. R.* Knight, late Lord Chief Juſtice of his late Majeſty's Court of King's Bench at *Weſtminſter*, did ſtand and become bound unto the ſaid *J. B.* in the Sum of 1200 *l.* of lawful Money of *Great Britain*, payable to the ſaid *J. B.* his Heirs, Executors or Adminiſtrators, on the Feaſt of, *&c.* as in and by the ſaid Recognizance, Relation being thereunto had, may more fully and at large appear: *And whereas*, by Indenture of Defeazance, bearing even Date with the ſaid Recognizance, *It is witneſſed*, that the ſaid *J. B.* was contented and well ſatisfied, and did thereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *F. P.* his Heirs, Executors and Adminiſtrators, and to and with every of them by the ſaid Indenture, that if the ſaid *F. P.* his Heirs, Executors or Adminiſtrators, or any of them, ſhould well

Recital of lending 600 l.

of entring into a Recognizance for ſecuring the Payment of it with Intereſt;

of a Defeazance.

well and truly pay or cauſe to be paid unto the ſaid *J. B.* his Executors, Adminiſtrators or Aſſigns, the Sum of 15 *l.* of lawful, *&c.* on the —— Day of —— next enſuing the Date of the ſaid Indenture, and the Sum of 615 *l.* of like lawful Money on the —— Day of —— that then the ſaid recited Recognizance ſhould be utterly void and of none Effect, and the ſame ſhould be delivered up to be cancelled and vacated on Record; but if Default of Payment ſhould be made in either of the before mentioned Sums of Money on the ſeveral Days appointed for Payment of the ſame as aforeſaid, that then and in ſuch Caſe the ſaid Recognizance ſhould be and remain in full Force and Virtue, as by the ſaid Indenture of Defeazance, Relation being thereunto had, may more at large appear: *And whereas* by Indenture of Aſſignment, bearing Date, *&c.* made or mentioned to be made between *K. B.* of, *&c.* Executor of the laſt Will and Teſtament of *L. B.* late of, *&c.* who was Executor of the laſt Will and Teſtament of the ſaid *J. B.* of the firſt Part, the ſaid *C. D.* of the ſecond Part, and the ſaid *A. B.* of the third Part, (reciting to the Effect as herein before is recited, and alſo reciting that 200 *l.* Part of the ſaid principal Sum of 600 *l.* and all Intereſt for the ſame had been paid and ſatisfied by —— and that there was then due to the ſaid *K. B.* the legal Repreſentative of the ſaid *J. B.* upon the ſaid Statute and Defeazance, or one of them, for Principal and Intereſt, the Sum of 420 *l.* which had not been paid according to the ſaid Defeazance, whereby the ſaid Statute or Recognizance was become abſolute) *It is witneſſed*, that in Conſideration of the ſaid Sum of 420 *l.* by the ſaid *A. B.* by the Direction of the ſaid *C. D.* to the ſaid *K. B.* in full of all Principal and Intereſt, and all Monies due on the ſaid Statute, Recognizance or Defeazance, or either of them, in Hand paid, the Receipt whereof *K. B.* doth thereby acknowledge, he the ſaid *K. B.* (with the Conſent of the ſaid *C. D.* teſtified as therein is mentioned) *Did* fully, clearly and abſolutely grant, aſſign and ſet over unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, the ſaid Recognizance and Statute Staple, and all his Right, Title and Intereſt therein, with full Power to extend the ſaid Recognizance or Statute Staple, and to recover, levy and receive the ſaid 420 *l.* and every Part thereof, as in and by the ſaid in Part recited Indenture of Aſſignment may (among other Things) more fully and at large appear. *And whereas* by Indenture of Mortgage bearing Date on or about the 1ſt Day of *April*, which was in the Year of our Lord 1725, made

Aſſignment of the Recognizance.

A Recital of a Mortgage for 1000 Years;

made or mentioned to be made between *W. P.* of, *&c.* and the ſaid *C. D.* by the Name of, *&c.* the Daughters and Heirs of *F. P.* Eſq; deceaſed, of the one Part, and the ſaid *A. B.* of the other Part, the ſaid *W. P.* and *C. D.* (in Conſideration of 400 *l.* to them in Hand paid by the ſaid *A. B.* the Receipt whereof they did thereby acknowledge) *Did* ſeverally grant, bargain, ſell and demiſe unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, *All* that, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof; *To hold* unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date thereof, for and during, and unto the full End and Term of 1000 Years from thence next enſuing, without Impeachment of Waſte, *Under* the yearly Rent of one Pepper-corn, payable as therein is mentioned, but ſubject to a Proviſo for making void the ſame on Payment of 420 *l.* at certain Days and Times therein mentioned, and long ſince paſt, as by the ſaid in Part recited Indenture, Relation being thereunto had, may more fully and at large appear: *And whereas* by another Indenture of Mortgage bearing Date the firſt Day of *July*, which was in the Year of our Lord 1726, made or mentioned to be made between the ſaid *C. D.* of the one Part, and the ſaid *A. B.* of the other Part, (reciting the ſaid laſt recited Indenture of Mortgage, and that the ſaid Money was not paid according to the ſaid Proviſo in the ſaid recited Indenture of Mortgage contained, whereby the Eſtate and Intereſt in the ſaid Premiſſes was then become abſolute in Law in the ſaid *A. B.* *And* that the ſaid *W. P.* was ſince dead, whereby the Equity of Redemption of the Moiety belonging to the ſaid *W. P.* was legally veſted in the ſaid *C. D.* and that upon an Account then had between the ſaid *C. D.* and *A. B.* there was then due on the ſaid Security the Sum of 400 *l.* and no more) *It is witneſſed*, that in Conſideration of the further Sum of 400 *l.* to her the ſaid *C. D.* in Hand paid by *A. B.* the Receipt whereof is hereby acknowledged, ſhe the ſaid *C. D.* *Did* grant, bargain, ſell and demiſe unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage or Tenement, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof; *To hold* unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns for the Term of 1000 Years from thence next enſuing, without Impeachment of Waſte, under the yearly Rent of one Pepper-corn, payable as therein is mentioned, but ſubject to the Proviſo therein and herein after mentioned; *And* the ſaid

of another Mortgage for 1000 Years.

Note; This Mortgage was made in Truſt for *B. B.* and for that Reaſon he was made a Party to this Deed.

*C. D.* for the Conſiderations aforeſaid, for herſelf and her Heirs, did thereby ratify and confirm unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, *All* and ſingular the Lands and Premiſſes by the ſaid therein and herein before recited Indenture of Mortgage mentioned to be granted, bargained, ſold and demiſed unto the ſaid *A. B.* with their and every of their Appurtenances; *To hold* unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, during the Reſidue of the ſaid Term of 1000 Years then to come and unexpired, diſcharged of the ſaid Proviſo in the ſaid recited Indenture of Mortgage contained, and of all equitable Right and Intereſt from Redemption of the ſame in Law and Equity; but ſubject nevertheleſs to a Proviſo, to be void upon Payment to the *A. B.* his Executors, Adminiſtrators or Aſſigns, of the full Sum of 840 *l.* on certain Days and Times therein particularly mentioned, and long ſince paſt, as by the ſaid laſt recited Indenture of Mortgage, Relation being thereunto had, may more fully and at large appear; and which ſaid Sum of 840 *l.* was not paid according to the ſaid Proviſo; whereby the Eſtate and Intereſt of the ſaid *A. B.* in the Premiſſes is become abſolute in Law: *And whereas*, upon an Account this Day had between the ſaid *C. D.* and *A. B.* on Behalf of himſelf and his ſaid Father *B. B.* there appears to be now due to the ſaid *A. B.* and *B. B.* or one of them, for Principal and Intereſt upon the ſaid recited Statute-Staple, and the Aſſignment thereof, and upon the ſaid recited Indentures of Mortgage, the Sum of 800 *l.* in the Whole, and no more: *Now this Indenture witneſſeth*, that for and in Conſideration of the ſaid Sum of 800 *l.* of lawful Money of *Great Britain*, in full for all Principal and Intereſt due upon the ſaid recited Statute Staple, and the Aſſignment thereof, and alſo upon the ſaid recited Indentures of Mortgage by the ſaid *E. F.* to the ſaid *A. B.* and *B. B.* or one of them, in Hand well and truly paid, (by the Order, Direction and Appointment of the ſaid *C. D.* teſtified by her being made a Party hereto, and Signing and Sealing of theſe Preſents) the Receipt whereof they the ſaid *A. B.* and *B. B.* do hereby acknowledge, and thereof, and of every Part and Parcel thereof, *Do*, and each of them *Doth* acquit, releaſe exonerate and diſcharge the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *A. B.* (by the Direction and Appointment of the ſaid *B. B.* teſtified by his executing theſe Preſents, and alſo of the ſaid *C. D.* teſtified as aforeſaid) *Hath* granted, bargained, ſold, aſſigned, transferred and ſet over,

Upon an Account had, there is 800 due.

Conſideration.

Aſſignment.

and by theſe Preſents *Doth* grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, the ſaid Recognizance and Statute-Staple, and the full and whole Benefit thereof, and alſo *All* and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes by the ſaid recited Indentures of Mortgage or either of them mentioned or intended to be granted, bargained, ſold and demiſed unto him the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, with their and every of their Appurtenances, (except before excepted) and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid *A. B.* of, in and to the ſaid Recognizance and Statute, and of, in and to the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or of, in and to any Part or Parcel thereof, together with the ſaid recited Aſſignment of the ſaid Recognizance and Statute-Staple, ſo made to him as aforeſaid; and alſo the ſaid recited Indentures of Mortgage, and all and every Sum and Sums of Money which now are, or ſhall or may hereafter grow due and payable, by Reaſon or Means of the ſaid recited Indentures, or any or either of them; and alſo the ſeveral Bonds entered into by the ſaid *W. P.* and *C. D.* or either of them, to the ſaid *A. B.* in the ſeveral Penalties of —— and —— for the Performance of the ſeveral Covenants in the ſaid Indentures contained; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of all and ſingular the Premiſſes, and of every Part and Parcel thereof. *And* the ſaid *C. D.* for the Conſideration aforeſaid, and alſo for and in Conſideration of the Sum of 5 *s.* of like lawful Money of *Great Britain*, to her in Hand paid, the Receipt whereof is hereby alſo acknowledged, *Doth* by theſe Preſents, for herſelf, her Heirs and Aſſigns, ratify and confirm unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, the ſaid Recognizance and Statute-Staple, and all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Indentures of Mortgage contained, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; *To have and to hold* all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes in the ſaid recited Indentures of Mortgage contained, unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid ſeveral Terms of 1000 Years and 1000 Years, which are yet to come and

Confirmation.

Habendum.

and unexpired, in the ſaid recited Indentures of Mortgage, or either of them, without Impeachment of Waſte: *And* the ſaid *A. B.* hath made, ordained, conſtituted, and in his Place and Stead put and deputed, and by theſe Preſents doth make, ordain, conſtitute and in his Place and Stead put the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, his true and lawful Attorney and Attornies irrevocable, for him and in his Name, but to the only ſole and proper Uſe and Behoof of him the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, to extend the ſaid Recognizance and Statute-Staple, and to recover, levy and receive the ſaid Sum of —— ſo as aforeſaid mentioned to be due to the ſaid *A. B.* upon the ſaid Recognizance and Statute-Staple, and the Aſſignment thereof, and every Part and Parcel thereof, by Force and Virtue thereof, without any Account or Payment thereof, or of any Part and Parcel thereof, to be made or given to him the ſaid *A. B.* or to the ſaid *K. B.* their or either of their Executors or Adminiſtrators, or any other Perſon whatſoever, and to acknowledge Satisfaction upon Record thereupon, or otherwiſe to diſcharge and acquit the ſaid *C. D.* her Heirs and Aſſigns, and her and their Lands and Tenements, of and from the ſame, as fully in every Reſpect as he the ſaid *A. B.* or as he the ſaid *K. B.* might or could do, if they or either of them were perſonally preſent, and one or more Attornies under him or them for the Purpoſes aforeſaid to make, and again at his or their Pleaſure to revoke. *And* the ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant and grant to and with the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that the ſaid Recognizance or Statute-Staple, for and notwithſtanding any Act, Matter or Thing by the ſaid *A. B.* made, done or committed to the contrary, now is and ſtandeth in full Force; and that he the ſaid *A. B.* his Executors or Adminiſtrators, ſhall and will from Time to Time and at all Times after the Death of the ſaid *E. F.* or of the ſaid *A. B.* at and upon the reaſonable Requeſt, and proper Coſts and Charges in the Law of the ſaid *E. F.* his Executors or Adminiſtrators, make, ſeal and execute unto the ſaid *E. F.* his Executors or Adminiſtrators, all and every ſuch further and other Letter or Letters of Attorney for the doing, performing and executing all and every or any of the Matters or Things for the doing whereof any Power or Authority is given, or mentioned or intended to be given, as by the ſaid *E. F.* his Executors or Adminiſtrators, or by his or their Counſel learned in the Law, ſhall be reaſonably

Letter of Attorney.

Aſſignor covenants that the Recognizance (notwithſtanding any Act by him done) is in full Force.

To execute other Letters of Attorney.

To avow, and juſtify all Proſecutions to be brought upon the Recognizance.

bly deviſed, adviſed or required; *And* that he the ſaid *A. B.* his Executors or Adminiſtrators, ſhall and will from Time to Time and at all Times hereafter, as much as in him or them lies, avow and juſtify, or cauſe and procure the ſaid *K. B.* his Executors or Adminiſtrators, to avow and juſtify all and every ſuch lawful Proſecution and Proſecutions, Extent and Extents, Suit and Suits, Execution and Executions, as ſhall hereafter be brought, extended, proſecuted and had by the ſaid *E. F.* his Executors or Adminiſtrators, in the Name of the ſaid *A. B.* or of the ſaid *K. B.* their or either of their Executors or Adminiſtrators, or the Executors or Adminiſtrators of the ſaid *J. B.* upon the ſaid Recognizance or Statute-Staple; *And* that neither he the ſaid *A. B.* his Executors or Adminiſtrators, nor the ſaid *K. B.* his Executors or Adminiſtrators, or any of them, ſhall acquit, releaſe or make void the ſaid Recognizance or Statute-Staple, or releaſe or diſcharge the ſaid Sum of 420 *l.* or any Part thereof, without the ſpecial Aſſent, Conſent and Agreement of the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, or ſome of them firſt had and obtained in Writing; *And alſo* that he the ſaid *A. B.* his Executors and Adminiſtrators, ſhall and will, upon reaſonable Requeſt to him or them, or any of them to be made, by the ſaid *E. F.* his Executors or Adminiſtrators, and at their or any of their proper Coſts and Charges, make void and vacate, or cauſe and procure the ſaid *K. B.* his Executors or Adminiſtrators, to make void and vacate the ſaid Recognizance or Statute-Staple, or otherwiſe acknowledge Satisfaction thereupon, and to do all and every ſuch other Act and Acts, Thing and Things, for the diſcharging and making void thereof; and alſo ſhall and will do and execute, or cauſe to be done and executed unto the ſaid *E. F.* his Executors Adminiſtrators and Aſſigns, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, for the better enabling him, them or any of them, to recover and receive the ſaid Sum of 420 *l.* and all other Benefit which ſhall or may be had or made, of or by Reaſon of the ſaid Statute, to his and their own proper Uſe, as by the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required. *And further*, the ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant to and with the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that they the ſaid *A. B.* and *B. B.* or either of them, have not, nor hath made, done

Not to releaſe the Recognizance or Money due thereon, without the Conſent of the Aſſignee.

Upon Requeſt, and at the Coſts of the Aſſignee, to vacate the Recognizance.

And to do any further Act for the Aſſignee to recover the Money due thereon.

That the Aſſignor nor *B. B.* hath not done any Act to incumber.

done, committed, or wittingly or willingly ſuffered, any Act, Matter or Thing whatſoever, whereby or by Reaſon or Means whereof the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, are or be, or ſhall or may be impeached or incumbered in Title, Charge, Eſtate or otherwiſe howſoever. *And* the ſaid *C. D.* for herſelf, her Heirs and Aſſigns, doth covenant and grant to and with the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, in Manner following, (that is to ſay) That they the ſaid *C. D.* and *A. B.* at the Time of the Sealing and Delivery of theſe Preſents, have in themſelves, or one of them hath in him or herſelf, good Right, full Power, lawful and abſolute Authority to bargain, ſell, aſſign, transfer and ſet over, ratify and confirm the ſaid ſeveral Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby mentioned, or intended to be bargained, ſold, aſſigned, transferred, ſet over, ratified and confirmed, with the Appurtenances, unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, for the Reſidue and Remainder of the ſaid ſeveral Terms of 1000 Years and 1000 Years, according to the Purport and true Intent and Meaning of theſe Preſents; *And* that the ſaid ſeveral Terms are yet in full Force, and not ſurrendered, or any way made or become void; *And* that it ſhall and may be lawful to and for the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, peaceably and quietly to enter into, have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, and receive and take the Rents and Profits thereof, to and for his and their own Uſe and Benefit, for and during the Reſidue of the ſaid ſeveral Terms of 1000 Years and 1000 Years, without the lawful Let, Suit, Trouble, Interruption or Eviction of her the ſaid *C. D.* her Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever, free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Eſtates, Entails, Judgments, Statutes, Seizures, Forfeitures, Penalties, Debts, Titles, Troubles, Charges and Incumbrances whatſoever. *And laſtly*, that at any Time hereafter, during the Continuance of the ſaid ſeveral Terms of 1000 Years and 1000 Years, they the ſaid *A. B.* and *C. D.* their Heirs, Executors, Adminiſtrators and Aſſigns, and all and every other Perſon and Perſons having or lawfully claiming or to claim, any Eſtate of, in, to or out of the ſaid Meſſuages, Lands, Tenements, Hereditaments and

*C. D.* Covenants that ſhe and the Aſſignor, or one of them, hath Power to aſſign.

That the two Terms are in Force, and not ſurrendered.

For quiet Enjoyment,

free from Incumbrances.

For further Aſſurance.

Premiſſes, ſhall and will at the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, execute and ſuffer, or cauſe and procure to be made, done, acknowledged, levied, executed and ſuffered, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more ſure and perfect Aſſuring and Conveying of the ſaid Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid ſeveral Terms of 1000 Years and 1000 Years, which ſhall be then to come and unexpired, as by the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required. *In Witneſs*, &c.

*Note; There was a Defeazance on this Aſſignment.* **H.**

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## *An Aſſignment of a Pew or Seat in a Chapel.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part. *Whereas* by Indenture bearing Date the 25th Day of *March*, *&c.* made or mentioned to be made between *T. E.* of, *&c.* of the one Part, and the ſaid *A. B.* of the other Part, reciting that *Whereas* the ſaid *T. E.* was poſſeſſed of, or otherwiſe intereſted in or intitled unto all that Chapel, or new Erection or Building intended for a Chapel, called —— ſituate, lying and being, *&c.* for the Remainder of a Term of fifty-ſix Years and a Half, which commenced from, *&c.* and that whereas the ſaid *A. B.* was deſirous to purchaſe a Pew or Seat in the ſaid Chapel, the ſaid *T. E.* in Conſideration of the Sum of —— of lawful Money of *Great Britain*, to him in Hand paid by the ſaid *A. B.* did demiſe, leaſe and let unto the ſaid *A. B.* *All* that Pew or Seat in the ſaid Chapel, ſituate againſt the —— Wall in the ſaid Chapel, marked with, or having upon the Door thereof the Figure or Number —— with free Liberty of Ingreſs, Egreſs and Regreſs, into and from the ſame, at all convenient Times of divine Service, and at all other reaſonable Times whatſoever; *To hold* the ſaid Pew or Seat to the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, from, *&c.* for and during, and unto the full End and Term of fifty-five Years from thence next enſuing, and fully to be compleat and ended, ſubject to the ſeveral Covenants, Clauſes, Proviſoes and Agreements mentioned and contained in a certain Indenture or Articles of Agreement, bearing Date, *&c.* and made between *E. F. G. H.* and the ſaid *T. E.* and ſeveral others, the firſt undertaking Perſons for the building and finiſhing the ſaid Chapel, of the one Part, and *J. K.* and ſeveral other Subſcribers, who have come in to join in the building and finiſhing of the ſaid Chapel, of the other Part, and ſubject to a Covenant on the Part of the ſaid *A. B.* for performing the Conditions and Agreements contained in the above mentioned Indenture or Articles of Agreement, as in and by the ſaid recited Indenture of Leaſe, Relation being thereunto had, may more fully and at large appear: *Now this Indenture witneſſeth,* that the ſaid *A. B.* for and in Conſideration of the Sum of —— of lawful Money of *Great Britain* to him in Hand well and truly paid by the ſaid *C. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth acquit, releaſe and diſcharge the ſaid *C. D.* his Executors and Adminiſtrators by theſe Preſents, he the ſaid *A. B. Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents *Doth* grant, bargain, ſell, aſſign and ſet over unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* that the aforeſaid Pew or Seat in the ſaid Chapel, ſituate againſt the —— Wall in the ſaid Chapel, marked with, or having upon the Door thereof the Figure or Number —— with free Liberty of Ingreſs, Egreſs and Regreſs, into and from the ſaid Pew, at all convenient Times of Divine Service, and at all other reaſonable Times whatſoever; and all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Term of Years to come, Property, Claim and Demand whatſoever, which he the ſaid *A. B.* now hath, or may have or claim in or to the ſaid Pew, by Force and Virtue of the ſaid recited Indenture of Leaſe or otherwiſe howſoever; *To have and to hold* the ſaid Pew or Seat, and all the Eſtate, Right, Title, Intereſt, Term of Years, Property, Claim and Demand whatſoever of him the ſaid *A. B.* in and to the ſame, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns from henceforth, for and during all the Reſt, Reſidue and Remainder of the ſaid Term, by the ſaid recited original Indenture of Leaſe granted, now to come and unexpired, together with the ſame Indenture. *And* the ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that for and notwithſtanding any Act, Matter or Thing by the ſaid *A. B.* done to the contrary, the ſaid recited Indenture of Leaſe, at the Time of the Sealing and Delivery of theſe Preſents, is good, valid and effectual in the Law, and ſo ſhall ſtand, remain, continue, and be unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during the Remainder of the Term therein yet to come and unexpired, under the Covenants therein mentioned and contained; *And* that he the ſaid *A. B.* at the Time of the Sealing and Delivery of theſe Preſents, hath in himſelf good Right, full Power and lawful and abſolute Authority to aſſign over the ſaid Pew or Seat, for and during all the Reſidue and Remainder of the ſaid Term therein yet to come and unexpired, according to the true Intent and Meaning of theſe preſents. *In Witneſs*, &c.

## *An Aſſignment of a Leaſe by Indorſment.*

KNOW *all Men* by theſe Preſents, that I the within named *A. B.* for and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain*, to me in Hand paid by *C. D.* of, &c. at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof I the ſaid *A. B.* do hereby acknowledge, and for divers other good Cauſes and valuable Conſiderations me the ſaid *A. B.* hereunto moving, *Have* aſſigned, transferred and ſet over, and by theſe Preſents *Do* aſſign, transfer and ſet over unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, as well the within written Indenture of Leaſe, as alſo all that Meſſuage or Tenement with the Appurtenances thereunto belonging, therein and thereby demiſed; and all the ſeveral Things mentioned and expreſſed in the Schedule to the ſaid Indenture of Leaſe under-written, and all and every the Premiſſes, with their and every of their Appurtenances, which in and by the ſame Indenture of Leaſe were granted, demiſed or leaſed unto me the ſaid *A. B.* my Executors, Adminiſtrators and Aſſigns, and all the Eſtate, Right, Title and Intereſt, which I the ſaid *A. B.* now or at any Time hereafter may or can have, claim, challenge or demand of, in or to all or any the ſame Premiſſes, by Virtue of the ſaid Indenture of Leaſe, or otherwiſe howſoever; *To have and to hold* the ſame Indenture of Leaſe, Meſſuage or Tenement and Premiſſes, with their and every of their Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the within mentioned Term and Number of Years which are thereby and therein yet to come and unexpired, in as full, ample and beneficial Manner, to all Intents, Conſtructions and Purpoſes whatſoever, as I the ſaid *A. B.* my Executors or Adminiſtrators now may, or can or might or could hold and enjoy the ſame, if theſe Preſents had not been made, *ſubject* nevertheleſs to the yearly Rent of 50 *l.* in and by the ſame Indenture of Leaſe reſerved, to be paid and to become due and payable, and to all and every the Covenants, Clauſes, Proviſoes, Articles and Agreements therein contained, and which on the Part and Behalf of me the ſaid *A. B.* my Executors, Adminiſtrators or Aſſigns, are or ought to be obſerved, kept and performed, according to the true Intent and Meaning of the ſaid Indenture of Leaſe. *In Witneſs*, &c.

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## *An Aſſignment of a Leaſe of a Houſe for the Remainder of a Term of twenty-one Years.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part. *Whereas* by Indenture of Leaſe bearing Date on or about the —— Day of —— which was in the Year of our Lord, *&c.* and made or mentioned to be made between *E. F.* of, *&c.* of the one Part, and the ſaid *A. B.* of the other Part, the ſaid *E. F.* for the Conſiderations therein mentioned, did demiſe, leaſe and to farm let unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage or Tenement, *&c.* *To hold* the ſaid Meſſuage or Tenement, and all and ſingular the Premiſſes thereby demiſed, with their and every of their Appurtenances unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of the Annunciation of the Bleſſed Virgin

*Mary* then laſt paſt, for the Term of twenty-one Years, at the yearly Rent of 40 *l.* payable quarterly, as therein is mentioned, and ſubject to the ſeveral Covenants and Agreements therein contained, on the Part and Behalf of the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, to be kept and performed, and particularly for leaving, ſurrendering and yielding up at the End, Expiration or other ſooner Determination of the ſaid Term, ſuch Things as in a Schedule to the ſaid Indenture of Leaſe are mentioned, as in and by the ſaid Indenture of Leaſe, Relation being thereunto had, may more fully appear: *Now this Indenture witneſſeth,* that for and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations, he the ſaid *A. B. Hath* aſſigned, transferred and ſet over, and by theſe Preſents *Doth* aſſign, transfer and ſet over unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, the ſaid Indenture of Leaſe, and all Benefit and Advantages thereof or thereby to be had or taken, and the ſaid Meſſuage or Tenement and Premiſſes, with the Appurtenances thereby demiſed; *To have and to hold* the ſaid Indenture of Leaſe, Meſſuage or Tenement and Premiſſes, with the Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt, Reſidue and Remainder now to come and unexpired, of the ſaid Term of twenty-one Years, in and by the ſaid Indenture of Leaſe granted, *ſubject nevertheleſs* to the above-mentioned yearly Rent of 40 *l.* and to the Covenants and Agreements in and by the ſame Indenture of Leaſe reſerved and contained, and on the Tenant's, Leſſee's or Aſſignee's Part from henceforth to be paid, kept and performed. *And* the ſaid *C. D.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *A. B.* his Executors and Adminiſtrators, by theſe Preſents, in Manner following, that is to ſay, That he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay or cauſe to be paid the above-mentioned yearly Rent of 40 *l.* and keep and perform all and ſingular the Covenants and Agreements in and by the ſaid Indenture of Leaſe reſerved and contained, and from henceforth on the Tenant's, Leſſee's, or Aſſignee's Part to become due, and to be paid, kept and performed, according to the true Intent and Meaning of the ſaid Indenture of

Conſideration.

Aſſignment.

Habendum.

Aſſignee covenants to pay the Rent and perform the Covenants in the Leaſe.

of Leaſe; *And alſo* ſhall and will well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, and every of them, and every of their Goods, Chattels, Lands and Tenements, of, from and againſt all and every Part of the ſaid reſerved yearly Rent henceforth on the Part of the Tenant, Leſſee or Aſſignee of the ſaid Premiſſes to be paid, kept and performed; and alſo of, from and againſt all and all Manner of Actions, Suits, Coſts, Charges and Damages whatſoever, which ſhall or may be brought or recovered againſt him or them, for, touching or concerning the ſame. *In Witneſs*, &c.

To indemnify the Aſſignor.

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## *An Aſſignment of a Leaſehold Eſtate.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part. *Whereas* by Indenture of Leaſe, bearing Date, *&c.* (*Recite the Leaſe*) as in and by the ſaid recited Indenture, Relation being thereunto had, may more fully and at large appear: *Now this Indenture witneſſeth,* that for and in Conſideration of the Sum of —— of good and lawful Money of *Great Britain,* to the ſaid *A. B.* in Hand well and truly paid by the ſaid *C. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof and of every Part and Parcel thereof, doth freely, clearly and abſolutely acquit, releaſe and diſcharge the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents, he the ſaid *A. B. Hath* granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth* grant, *&c.* unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, all that the ſaid Piece or Parcel of Ground and Premiſſes to him the ſaid *C. D.* demiſed as aforeſaid, as alſo the ſaid two Meſſuages or Tenements upon the ſaid Piece or Parcel of Ground ſo erected and built, and now ſtanding and being, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, together with the ſaid recited Indenture of Leaſe; and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Term of Years and Time yet to come and unexpired, Property, Profit, claim and Demand whatſoever of him the ſaid *A. B.* of, in, to or out of the ſame hereby aſſigned or intended to be aſſigned Premiſſes, or

Conſideration.

Aſſignment.

Habendum.

or any of them, or any Part or Parcel thereof; *To have and to hold* the ſaid hereby aſſigned or intended to be aſſigned Piece or Parcel of Ground, Meſſuage or Tenement, Indenture of Leaſe, and all and ſingular the hereby aſſigned or intended to be aſſigned Premiſſes, with the Appurtenances, and every Part and Parcel thereof, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt, Reſidue and Remainder now to come and unexpired, of the ſaid Term of ſixty-one Years, in and by the ſaid herein before in Part recited Indenture of Leaſe granted, ſubject nevertheleſs to the yearly Rent, Covenants and Agreements in the ſaid Indenture of Leaſe reſerved and contained, and from henceforth on the Part of the Leſſee or Aſſignee thereof to be paid, done and performed.

Aſſignor covenants that the Leaſe is good.

*And* the ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, in Manner following, (that is to ſay) that at the Time of Sealing and Delivery of theſe Preſents the ſaid recited Indenture of Leaſe is a good and ſufficient Leaſe, and valid in the Law, and is yet in Being, and not forfeited, ſurrendered, or any way determined, or become void or voidable;

That the Rent and Covenants hitherto have been paid and performed.

*And* that the yearly Rent, Covenants and Agreements in and by the ſaid Indenture of Leaſe reſerved and contained, and which hitherto have been incumbent on the Leſſee to pay and perform, have been duly and truly paid and performed;

That he is lawfully intereſted in the Premiſſes, and hath Right to aſſign the ſame.

*And* that at the Time of, or immediately before the Execution of theſe Preſents, he the ſaid *A. B.* is or was lawfully intereſted in, or intitled unto all and every the hereby aſſigned or intended to be aſſigned Premiſſes, for the whole Remainder now to come and unexpired of the Term by the ſaid Indenture of Leaſe granted, and hath in himſelf good Right, full Power and lawful and abſolute Authority to aſſign all and ſingular the ſaid hereby aſſigned or intended to be aſſigned Premiſſes;

For quiet Enjoyment.

*And* that it ſhall and may be lawful to and for the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from Time to Time and at all Times hereafter, into and upon the ſaid hereby aſſigned or intended to be aſſigned Piece or Parcel of Ground and Meſſuages or Tenements, with the Appurtenances, peaceably and quietly to enter, and the ſame to have, hold, uſe, occupy, poſſeſs and enjoy, and the Rents, Iſſues and Profits thereof to receive and take to his and their own Uſe and Uſes, for and during all the Reſt, Reſidue and Remainder now to come and unexpired of the Term in and by the ſaid Indenture of Leaſe granted, ſubject to the Rents, Covenants and Agreements in and by the ſame Indenture of Leaſe reſerved and contained, and from henceforth to be paid, kept and performed as aforeſaid; and that without any Manner of Denial, Let, Suit, Trouble, Hindrance, Moleſtation, Interruption, Eviction or Ejection whatſoever, of or by the ſaid *A. B.* his Executors or Adminiſtrators, or any other Perſon or Perſons whatſoever, lawfully claiming or to claim, by, from or under him, them or any of them, or otherwiſe howſoever; and that free and clear, and freely and clearly acquitted, freed and diſcharged of and from all and all Manner of former Gifts, Grants, Bargains, Sales, Aſſignments, Leaſes, Eſtates, Mortgages, Charges and Incumbrances whatſoever; *And* that from Time to Time and at all Times hereafter he the ſaid *A. B.* his Executors and Adminiſtrators, and all and every other Perſon and Perſons whatſoever, having or lawfully claiming, or who ſhall or may at any Time or Times hereafter claim under or in Right of him the ſaid *A. B.* his Executors or Adminiſtrators, any Eſtate, Right, Title or Intereſt, of, in, to or out of all or any the hereby aſſigned or intended to be aſſigned Premiſſes, ſhall and will upon every the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe and procure to be made, done and executed all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, for the further, better and more perfect and abſolute aſſigning all and ſingular the ſaid hereby aſſigned or intended to be aſſigned Premiſſes, with their and every of their Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of ſixty-one Years then to come and unexpired, as by the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably deviſed or adviſed and required, ſubject nevertheleſs to the ſaid yearly Rent, Covenants and Agreements in the ſaid Indenture of Leaſe reſerved and contained, and from henceforth to be paid, kept and performed as aforeſaid. *In Witneſs*, &c.

Free from Incumbrances.

For further Aſſurance.

## *An Aſſignment of a Leaſehold Eſtate by a Mortgagee and a Perſon that purchaſed the Equity of Redemption, and an Aſſignment of the Equity of Redemption of another Leaſehold Eſtate.*

Recital of a Leaſe.

THIS *Indenture tripartite*, made, *&c.* between *A. B.* of, *&c.* of the firſt Part, *M. B.* of, *&c.* of the ſecond Part, *G. S.* of, *&c. T. U.* of, *&c.* and *V. W.* of, *&c.* of the third Part. *Whereas* by Indenture of Leaſe bearing Date on or about the —— Day of —— which was in the Year of our Lord —— and made or mentioned to be made between *T. M.* of, *&c.* of the one Part, and *T. C.* of, *&c.* of the other Part, for the Conſideration therein mentioned, the ſaid *T. M.* did demiſe and leaſe unto the ſaid *T. C. All* that Piece or Parcel of Ground, ſituate, lying and being in the Pariſh of *S.* in the County of *M.* on the —— Side of a certain then new intended Street near *O.* then called or then intended to be called or known by the Name of *W.* Street, fronting towards the — on a then intended Stable-yard on the South Side of the ſaid Street, and abutting towards the Weſt, on a Paſſage leading into the ſaid intended Stable-yard, and abutting and adjoining towards the North, on the Stable of one *T. G.* and abutting and adjoining towards the Eaſt, on Ground of *T. R.* and which ſaid laſt mentioned Piece of Ground containeth in Front, next the ſaid then intended Stable-yard —— Feet of Aſſize, or thereabouts (be the ſame more or leſs) and containeth in Depth from North to South, on the Eaſt and Weſt Sides thereof —— Feet and —— Inches of Aſſize or thereabouts, be the ſame more or leſs, together with the Meſſuage or Tenement projecting Weſtward from one Pair of Stairs over the ſaid Paſſage leading to the ſaid Stable-yard —— Feet and —— Inches, little more or leſs, bearing on a Wall of *W. D.* towards the Weſt, as the ſaid Meſſuage or Tenement was then built or in building by the ſaid *T. C.* on the Front of the ſaid Piece of Ground towards the ſaid intended Stable-yard, which ſaid Piece of Ground thereby demiſed, was Part of a larger Piece of Ground purchaſed by the ſaid *T. M.* of the ſaid *T. G.* and which was granted to the ſaid *T. G.* by *E. R.* of, *&c.* for the Term of ninety-nine Years commencing from *Chriſtmas*, which was in the Year of our Lord —— by Indenture of Leaſe bearing Date on or about the —— Day of —— in the ſaid Year of our Lord ——

*To hold* unto the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of —— then laſt paſt before the Date of the ſaid laſt recited Indenture of Leaſe for the Term of ninety-ſeven Years from thence next enſuing, at and under the yearly Rent of —— payable quarterly as therein is mentioned; *Which* ſaid laſt mentioned Meſſuage or Tenement, Ground and Premiſſes, with the Appurtenances, were by Indenture of Aſſignment and Mortgage, bearing Date on or about the 20th Day of *Feb.* which was in the Year of our Lord, *&c.* aſſigned and ſet over by the ſaid *T. C.* to the ſaid *T. G.* his Executors, Adminiſtrators and Aſſigns for ſecuring unto him and them the Payment of the Sum of 110 *l.* and Intereſt, at ſuch Time as in the ſaid laſt recited Indenture of Mortgage is mentioned for Payment thereof: *And whereas* by a Deed Poll or Indorſement bearing Date on or about the 20th Day of *May, &c.* written and indorſed on the Back of the ſaid laſt recited Indenture of Mortgage made to the ſaid *T. G.* the ſaid *T. C.* for the Conſideration in the ſaid Indorſement mentioned, did abſolutely bargain, ſell, aſſign, releaſe, ratify and confirm unto the ſaid *T. G.* his Executors, Adminiſtrators and Aſſigns, the Equity of Redemption of the ſaid laſt mentioned Meſſuage or Tenement, Ground and Premiſſes, for the then Remainder of the ſaid Term of ninety-ſeven Years.

A Mortgage.

A Releaſe of the Equity of Redemption.

Another Mortgage.

*And whereas*, by Indenture of Mortgage bearing Date on or about the 30th Day of *May*, which was in the Year of our Lord, *&c.* and made between the ſaid *T. G.* of the one Part, and the ſaid *A. B.* of the other Part (*reciting the ſaid laſt herein before in Part recited Indentures of Leaſe, Mortgage and Deed Poll*) the ſaid *T. G.* did (amongſt other Things) aſſign, transfer and ſet over unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, the ſaid laſt mentioned Piece or Parcel of Ground, and the Meſſuage or Tenement thereon erected and built, with the Appurtenances, for ſecuring unto him and them the Payment of the Sum of 100 *l.* and Intereſt at ſuch Time as in the ſaid laſt recited Indenture of Mortgage is mentioned for Payment thereof, which ſaid laſt mentioned Meſſuage or Tenement late was in the Tenure or Occupation of *W. P.* and now in the Tenure or Occupation of *Y. Z.*

Recital of another Leaſe.

*And whereas*, by Indenture of Leaſe, bearing Date, *&c.* (*Here was recited a Leaſe from the ſaid* T. M. *to the ſaid* T. G. *of a Piece or Parcel of Ground, and Meſſuage or Tenement erected thereon, for a Term of ninety-ſeven Years.*) payable quarterly, as therein is mentioned; *Which* ſaid Meſſuage or Tenement, Ground and Premiſſes, with the Appurtenances, were

A Mortgage.

were by Indenture tripartite of Aſſignment and Mortgage, bearing Date, *&c.* aſſigned, transferred and ſet over by the ſaid *T. G.* to *W. C.* of, *&c.* (being a Perſon nominated by and in Truſt for the ſaid *T. M.*) for ſecuring unto the ſaid *T. M.* his Executors, Adminiſtrators and Aſſigns, the Payment of the Sum of 200*l.* and Intereſt, at ſuch Days and Times, and in ſuch Manner as in the ſaid recited Indenture of Aſſignment and Mortgage are appointed for Payment thereof; which ſaid Meſſuage or Tenement is now in the Tenure or Occupation of the ſaid *T. G.* *And whereas*, by a certain Deed Poll or Indorſement, bearing Date, *&c.* written and indorſed on the Back of the ſaid laſt herein before mentioned and recited Indenture of Mortgage, made to the ſaid *W. C.* *In Truſt* for the ſaid *T. M.* the ſaid *T. G.* did charge the laſt mentioned Meſſuage or Tenement and Premiſſes, with the Payment to the ſaid *T. M.* of the further principal Sum of 31 *l.* 16 *s.* 4 *d.* *And whereas* the ſaid *M. B.* by Virtue of divers meſne Acts, Aſſignments and Conveyances in Law, is become legally intitled to the Equity of Redemption of the ſaid two Meſſuages or Tenements, Ground and Premiſſes herein before mentioned, with the Appurtenances, for the Remainder of the ſaid two ſeveral Terms of ninety-ſeven Years and ninety-ſeven Years, ſubject nevertheleſs to the Payment of the two ſeveral Mortgages herein before mentioned, made to the ſaid *T. M.* and *A. B.* as in and by the ſaid ſeveral herein before recited Indentures of Leaſe, Mortgage, Deed Poll and Aſſignment, (Relation being thereunto reſpectively had, may more fully and at large appear: *And whereas* the ſaid *G. S. T. U.* and *V. W.* have agreed with the ſaid *M. B.* for the abſolute Purchaſe of the ſaid two Meſſuages or Tenements and Premiſſes, at and for the Price or Sum of 525 *l.* and thereout are to pay off and diſcharge all the Principal Money and Intereſt due upon the ſaid Mortgages to the ſaid *A. B.* and *T. M.* *And whereas* there is now due and owing to the ſaid *A. B.* the Sum of 110 *l.* for Principal and Intereſt upon his ſaid Mortgage, and to the ſaid *T. M.* for Principal and Intereſt upon his ſaid Mortgage, the Sum of 256 *l.* 19 *s.* *Now this Indenture witneſſeth*, that for and in Conſideration of the Sum of 158 *l.* 1 *s.* of lawful Money of *Great Britain* (being the Reſidue of the ſaid Purchaſe Money over and above the ſaid ſeveral Sums of 110 *l.* and 256 *l.* 19 *s.* now due and owing to the ſaid *A. B.* and *T. M.* upon their ſaid Mortgage) unto the ſaid *M. B.* and of the ſaid Sum of 110 *l.* to the ſaid *A. B.* by the ſaid *G. S. T. U.* and *V. W.* at and before the Enſealing

The Premiſſes charged with Payment of more Money.

Agreement to purchaſe.

Conſideration.

ſealing and Delivery of theſe Preſents, by the Direction and Appointment of the ſaid *M. B.* teſtified by his being made a Party hereto, and Signing and Sealing of theſe Preſents, well and truly in Hand paid, the Receipt whereof they the ſaid *M. B.* and *A. B.* do hereby reſpectively acknowledge, and thereof and of every Part thereof do hereby reſpectively exonerate, acquit and diſcharge the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *A. B.* by the Conſent, Direction and Appointment of the ſaid *M. B.* teſtified as aforeſaid, and alſo the ſaid *M. B. Have*, and each of them *Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Do*, and each of them *Doth*, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, *All* that the ſaid Meſſuage or Tenement, Ground, and all and ſingular other the Premiſſes ſo demiſed to the ſaid *T. C.* and veſted in the ſaid *A. B.* by the ſaid firſt herein before recited Indentures of Leaſe and Mortgage demiſed or aſſigned, or mentioned to be ſo as aforeſaid, with the Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Equity of Redemption, Truſt, Property, Claim and Demand whatſoever both in Law and Equity, of them the ſaid *A. B.* and *M. B.* or either of them, of, in, to or out of the ſaid firſt mentioned Premiſſes, and every Part thereof, together with the ſaid firſt herein before recited Indentures of Leaſe and Mortgage, and all other Deeds and Writings relating to the ſaid firſt mentioned Premiſſes or any Part thereof; *To have and to hold* the ſaid firſt mentioned Meſſuage or Tenement, Ground, and all and ſingular other the Premiſſes hereby aſſigned, or intended ſo to be, with the Appurtenances, unto the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſidue and Remainder now to come and unexpired of the ſaid Term of ninety-ſeven Years by the ſaid firſt above recited Indenture of Leaſe demiſed as aforeſaid, in as full, large, ample and beneficial Manner, as they the ſaid *A. B.* and *M. B.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, might or could have held or enjoyed the ſame Premiſſes or any Part thereof, by Virtue of the ſaid firſt herein before recited Indenture of Leaſe and Mortgage or otherwiſe howſoever, in Caſe theſe Preſents had not been made and executed, freed and diſcharged of and from the Proviſo or

Aſſignment of the Premiſſes comprized in the firſt recited Leaſe.

Habendum.

Condition of Redemption in the ſaid recited Indenture of Mortgage contained; ſubject nevertheleſs to the Payment of the ſaid yearly Rent, and to the ſeveral Covenants and Agreements in the ſaid firſt recited Indenture of Leaſe reſerved and contained, on the Part and Behalf of the Leſſee to be paid, kept, done and performed. *And this Indenture further witneſſeth,* that for the Conſiderations aforeſaid, he the ſaid *M. B. Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, *All* his the ſaid *M. B.*'s Right, Title, Power and Equity of Redemption of, in and to all that the ſaid Meſſuage or Tenement, Ground, and all and ſingular other the Premiſſes by the ſaid laſt herein before recited Indenture of Leaſe and Mortgage demiſed and aſſigned, or mentioned or intended ſo to be as aforeſaid, with the Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Truſt, Property, Power and Equity of Redemption, Claim and Demand whatſoever, of him the ſaid *M. B.* of, in, to or out of the ſame Premiſſes, and every or any Part thereof; *To have and to hold* the ſaid laſt mentioned Meſſuage or Tenement, Ground, and all and ſingular other the Premiſſes hereby aſſigned or intended ſo to be, with the Appurtenances unto the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Redue and Remainder now to come and unexpired, of and in the ſaid Term of ninety-ſeven Years by the ſaid laſt herein before recited Indenture of Leaſe granted and demiſed as aforeſaid, in as full, large, ample and beneficial Manner to all Intents and Purpoſes, as he the ſaid *M. B.* his Executors, Adminiſtrators and Aſſigns, might or could have held and enjoyed the ſame Premiſſes, or any Part thereof, by Virtue of the ſaid laſt herein before recited Indenture of Leaſe, or otherwiſe howſoever, in Caſe theſe Preſents had not been made and executed; *ſubject* nevertheleſs to the Mortgage herein before recited to be made to the ſaid *T. M.* and to the Payment of the Sum of 200 *l.* which by Indenture bearing even Date with theſe Preſents is declared to be due to the ſaid *T. M.* together with Intereſt for the ſame, from the Day of the Date of theſe Preſents; *And ſubject* alſo to the Payment of the ſaid yearly Rent, and to the ſeveral Covenants and Agreements in the ſaid laſt recited Indenture of Leaſe reſerved and contained, on the

Aſſignment of the Equity of Redemption.

Habendum.

Part and Behalf of the Leſſee to be paid, kept, done and performed. *And* the ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and agree to and with the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *A. B.* hath not at any Time or Times heretofore done, committed or ſuffered any Act, Matter or Thing whatſoever, whereby or by Means or Reaſon whereof the firſt mentioned Premiſſes hereby aſſigned, or any Part thereof, is, are, ſhall or may be any ways impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. *And* the ſaid *M. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and agree to and with the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner following, (that is to ſay) That for and notwithſtanding any Act, Matter or Thing by him had, made, done or ſuffered to the contrary, the ſaid ſeveral herein before recited Indentures of Leaſe are good and effectual Leaſes, valid in the Law, and are yet in Being, and not forfeited, ſurredered or any ways determined or become void or voidable; *And* that all the Rent reſerved upon the ſame Indentures of Leaſe, which hath hitherto accrued, due and payable, hath been and is well and truly paid and diſcharged to the Day of the Date hereof; *And* that they the ſaid *A. B.* and *M. B.* now are, or one of them is, lawfully eſtated and intereſted of and in the ſaid Meſſuage or Tenement and Premiſſes hereby aſſigned, of a good and ſure Eſtate for all the Remainders of the ſaid ſeveral Terms of Years therein now to come and unexpired; *ſubject* nevertheleſs to the Payment of the ſaid Sum of 200 *l.* and Intereſt to the ſaid *T. M.* as aforeſaid; *And* that they the ſaid *A. B.* and *M. B.* now have, or one of them hath good Right, full Power and lawful Authority to bargain, ſell, aſſign and ſet over all and ſingular the ſaid Premiſſes, with the Appurtenances unto the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid; *ſubject* nevertheleſs to the ſaid Mortgage made to the ſaid *T. M.* for ſecuring 200 *l.* and Intereſt as aforeſaid; *And alſo*, that until Failure ſhall be made in Payment of the ſaid 200 *l.* and Intereſt on the Day whereon the ſame is made payable, by Indenture intended to bear Date with theſe Preſents, it ſhall and may be lawful to and for the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, into

Mortgagee covenants that he hath not done any Act to incumber.

Aſſignor covenants that, notwithſtanding any Act by him done, the Leaſes are good.

That all Rent reſerved upon the ſame, is paid to the Date hereof.

That the Mortgagee or Aſſignor is lawfully intereſted in the Premiſſes ſubject to a Mortgage.

Right to aſſign.

Till Failure ſhall be made in Payment of the Mortgage Money, into the ſaid Meſſuage or Tenement and Premiſſes hereby aſſigned to enter, and the ſame from henceforth, for and during all the now Reſidues and Remainders of the ſaid Terms of ninety-ſeven Years and ninety-ſeven Years, peaceably and quietly to hold and enjoy, the Rents, Iſſues and Profits thereof to have, receive and take to their own proper Uſe, without any Manner of Denial, Let, Suit, Trouble, Hindrance, Interruption, Eviction, Ejection or Diſturbance whatſoever, of or by the ſaid *M. B.* or any other Perſon or Perſons whomſoever lawfully claiming or to claim, by, from or under him the ſaid *M. B.* or the ſaid *A. B.* or either of them; *And* that free and clear, and freely and clearly, and abſolutely, acquitted and diſcharged of and from all Incumbrances whatſoever, made, done or ſuffered by them or either of them (*Except* the ſaid Mortgage made to the ſaid *T. M.* as aforeſaid). *And further*, that he the ſaid *M. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and will at any Time or Times hereafter, within the Space of ſeven Years now next enſuing, at the Requeſt, Coſts and Charges in the Law of the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the better and more effectual conveying and confirming all and ſingular the ſaid Premiſſes hereby aſſigned, with the Appurtenances, unto the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, for and during all the then Reſidue and Remainder of the ſaid Terms of 97 Years and 97 Years, as by the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required. *And* the ſaid *G. S. T. U.* and *V. W.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, do covenant, promiſe and grant to with the ſaid *M. B.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents in Manner following, (that is to ſay) That they the ſaid *G. S. T. U.* and *V. W.* ſome or one of them, their or ſome or one of their Executors, Adminiſtrators or Aſſigns, ſhall and will from Time to Time, and at all Times hereafter during the Remainders of the ſaid Terms hereby aſſigned, well and truly pay or cauſe to be paid the ſaid ſeveral yearly Rents reſerved in and by the ſaid herein before recited

Aſſignees quietly to enjoy the Premiſſes,

free from Incumbrances.

For further Aſſurance.

Aſſignees covenant to pay the Rents from henceforth to grow due, and to obſerve the Covenants on the Leſſee's Part to be performed.

Indentures of Leaſe, as the ſame ſhall from henceforth grow or become due and payable; and alſo ſhall and will well and truly obſerve and keep all and ſingular the Covenants and Agreements in the ſame Indentures contained on the Leſſees Part to be paid, kept, done and performed; and alſo ſhall and will ſave harmleſs and keep indemnified the ſaid *M. B.* his Executors, Adminiſtrators and Aſſigns, of, from and againſt all Actions, Suits, Claims and Demands whatſoever, which ſhall or may happen or come unto him or them, or be occaſioned by Non-payment of the ſaid principal Sum of 200*l.* and all ſuch Intereſt as ſhall become due and payable for the ſame, or by the Non-payment of any Rent hereafter to grow or become due and payable upon or by Virtue of the ſaid herein before recited Indentures of Leaſe, or either of them, or by Reaſon or Means of the Breach of any Covenant or Agreement in the ſame Indentures contained, on the Part and Behalf of the Leſſees to be from henceforth kept, done and performed. *And laſtly*, the ſaid *G. S. T. U.* and *V. W.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, do covenant, promiſe and agree to and with the ſaid *M. B.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that they the ſaid *G. S. T. U.* and *V. W.* ſome or one of them, their, ſome or one of their Executors, Adminiſtrators or Aſſigns, ſhall and will at any Time or Times hereafter, as ſhall be Occaſion, upon the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *M. B.* his Executors, Adminiſtrators or Aſſigns, give Copies of and produce and ſhew forth in any Court or Courts of Law or Equity, or at the Execution of any Commiſſion for the Examination of Witneſſes, or for the Peruſal of Counſel learned in the Law of the ſaid *M. B.* his Executors, Adminiſtrators or Aſſigns, or for the Juſtification of *C. D. E. F. G. H.* and *J. K.* (Truſtees nominated by and in Truſt for the reſt of the Creditors of the ſaid *T. G.* and who ſold the Equity of Redemption of the ſaid Meſſuage or Tenement herein before mentioned to the ſaid *M. B.*) for the better Manifeſtation of his the ſaid *M. B.*'s Title to other Parts of the Eſtate purchaſed by him of the ſaid Truſtees; and alſo for the Juſtification of the ſaid Truſtees, and the ſeveral Deeds, Writings and Evidences in the Schedule here-under written, mentioned and expreſſed. *In Witneſs*, &c.

To ſave harmleſs the Aſſignor from all Actions, &c.

To give Copies and produce Writings.

**P.**

## *An Aſſignment of Book Debts, with a Letter of Attorney, &c. In Truſt for Payment of the Aſſignor's Debts.*

Recital that the Aſſignor is indebted to ſeveral Perſons, &c.

That ſome Time is neceſſary to be allowed for collecting in Debts due to the Aſſignor, and that without the Indulgence of his Creditors, and their Forbearance in the mean Time to ſue him, he will not be able to carry on his Trade, &c.

The Creditors have agreed to grant a Letter of Licence.

Conſideration.

Aſſignment.

T*O all to whom* theſe Preſents ſhall come, *A. B.* of, *&c.* ſendeth Greeting. *Whereas* the ſaid *A. B.* is and ſtands indebted to the ſeveral Perſons in the firſt Schedule here-under written named, in the ſeveral Sums reſpectively ſet againſt their reſpective Names, which Sums, or any of them, he the ſaid *A. B.* is not at preſent in a Capacity of paying, nor of making a Proviſion for the Payment of, otherwiſe than by and out of the ſeveral Debts due and owing to him the ſaid *A. B.* in the way of his Trade, and which are mentioned and ſet down in the ſecond Schecule here-under written: *And whereas*, in Conſideration that ſome Time is neceſſary to be allowed for the collecting and getting in of thoſe Debts ſo due and owing to the ſaid *A. B.* and that without the Indulgence of ſuch his Creditors, and their Forbearance in the mean Time to ſue, proſecute, or otherwiſe moleſt him, he the ſaid *A. B.* will not be able to carry on and follow his Trade and Buſineſs, in Order to his Support and Maintenance, ſuch the Creditors of the ſaid *A. B.* upon the Interceſſion of *B. B.* of, *&c.* Father and principal Creditor of the ſaid *A. B.* have agreed to give and grant unto him the ſaid *A. B.* our Letter of Licence and Forbearance, for ſo long Time, as until *Chriſtmas* Day, which ſhall be in the Year of our Lord, *&c.* upon making ſuch Proviſion for the Payment of our reſpective Debts, as by this Deed or Inſtrument is intended, as herein after is mentioned; *Therefore know ye*, that for and in Conſideration of 5 *s.* of good and lawful Money of *Great Britain*, to him the ſaid *A. B.* in Hand paid by *C. D.* of, *&c.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *A. B.* (with the Privity and Conſent of the ſaid *B. B.* teſtified by his being a ſubſcribing Witneſs to the Execution of theſe Preſents) *Hath* granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth* grant, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, all and every the Debts and Debt, Sums and Sum of Money in the ſaid ſecond Schedule mentioned, and now due and owing unto him the ſaid *A. B.* or which he the ſaid *A. B.* can claim or demand as Book

Debts, or otherwiſe, from all and every Perſons and Perſon whatſoever; *To have and to hold* the ſame and every of them, and every Part and Parcel thereof, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns; *In Truſt* nevertheleſs, and to and for the Uſes, Intents and Purpoſes following, (that is to ſay) Out of whatſoever Monies ſhall come to his and their Hands, in the firſt Place to pay and diſcharge all ſuch Coſts, Charges and Expences, as ſhall neceſſarily attend the Collecting, Getting and Receiving the ſame, and the Execution or Defence of the Truſts in theſe Preſents contained; *And* then to pay and ſatisfy to ſuch the Creditors in the ſaid firſt Schedule named, the ſeveral Sums therein reſpectively ſet againſt their reſpective Names, or according to what ſhall ſo come to the Hands of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, clear; or after Payment of ſuch Coſts, Charges and Expences, if leſs than ſufficient to pay and ſatisfy the whole of ſuch Sums, to pay and divide the ſame to and amongſt ſuch Creditors in Proportion to ſuch their ſeveral and reſpective Demands, according to a Pound Rate; and ſo from Time to Time, as Monies ſhall come to the Hands of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, as aforeſaid, ſuch Payment and Dividend to be made from Time to Time, as the ſame ſhall be deſired by and upon the Requeſt, to the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, of any three or more of ſuch Creditors; and from and after ſuch Payment and Satisfaction made to all and every of ſuch Creditors of the Whole of their ſeveral and reſpective Demands, then in the next Place to pay and diſpoſe of the then Reſt and Reſidue of the Money (if any) which ſhall ſo come to the Hands of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, for and in, or towards Diſcharge of what ſhall be then due and owing to the ſaid *B. B.* from him the ſaid *A. B.* *And* for the better enabling the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, to collect, get in and receive all and every the Debts hereby aſſigned, he the ſaid *A. B.* *Hath* made, nominated, conſtituted and appointed, and by theſe Preſents *Doth* make, nominate, conſtitute and appoint the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, his true, lawful and irrevocable Attorney and Attornies for him the ſaid *A. B.* and in his Name, but to the only proper Uſe and Behoof of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *In Truſt* as aforeſaid, to aſk, demand, ſue for, recover and receive of and from all and every Perſons and Perſon

Habendum.

The Truſts.

Letter of Attorney.

ſon whatſoever, now Debtors or Debtor to the ſaid *A. B.* *All* and every the Debts and Debt, Sums and Sum of Money ſo due and owing to the ſaid *A. B.* which he the ſaid *A. B.* can claim or demand as aforeſaid; and upon Receipt or Satisfaction thereof, or of any Parts thereof, Receipts or other Diſcharges to give and deliver for the ſame; and generally to act, tranſact and do, or ſuffer to be acted, tranſacted and done, all and whatſoever to the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns ſhall ſeem proper and reaſonable, in or in Relation to the hereby aſſigned Premiſſes; *And* for all or any the Purpoſes aforeſaid, one or more Attorney or Attornies under him the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, from Time to Time to ſubſtitute, conſtitute and appoint, and at Pleaſure to revoke; and for the ſeveral Purpoſes aforeſaid, the ſaid *A. B.* doth hereby give and grant unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, his the ſaid *A. B.*'s full and whole Power and Authority, and doth hereby ratify and confirm *All* and whatſoever he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall lawfully do or cauſe to be done in or in Relation to the Premiſſes, and in Purſuance and Execution of theſe Preſents: *Provided always*, and theſe Preſents are upon this Condition nevertheleſs, that unleſs all and every the Creditors of the ſaid *A. B.* in the ſaid firſt Schedule here-under written named, ſhall, within one Week now next enſuing the Date hereof, well and truly execute unto the ſaid *A. B.* ſuch Letter of Licence and Forbearance as aforeſaid, of even Date with theſe Preſents, theſe Preſents and every Thing herein contained ſhall be utterly void and of none Effect; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

Aſſignee to appoint an Attorney under him.

Proviſo that unleſs all the Creditors of the Aſſignor, &c. ſhall, within one Week execute unto him a Letter of Licence, this Deed is to be void.

*Inſert the Schedules here.*

## *An Aſſignment of Arrears of Rents, with a Letter of Attorney for ſecuring* 1000 l. *lent on a Bond, and Intereſt, with a Proviſo to be ſo far void on Payment of* 1000 l. *and Intereſt, as to make the Aſſignee accountable for all Money received in Purſuance of this Aſſignment,* &c.

TO *all to whom* theſe Preſents ſhall come, *A. B.* of, *&c.* ſendeth Greeting. *Whereas* on the Day of the Date hereof, *C. D.* of, *&c.* hath advanced and lent unto the ſaid *A. B.* the Sum of 1000 *l.* upon the Security of his the ſaid *A. B.*'s Bond to the ſaid *C. D.* of even Date herewith, in the penal Sum of 2000 *l.* conditioned for the Payment of the Sum of 1000 *l.* with lawful Intereſt for the ſame, upon the —— Day of —— now next enſuing; and alſo upon the Security of the Arrears of Rents herein after aſſigned: *And whereas* the ſaid *A. B.* is intitled to a conſiderable Sum of Money now due and owing for Rents of his Eſtates in, *&c.* and in the Hands of, or to be paid and accounted for by, the ſeveral Tenants thereof, and *E. F.* Eſquire, his the ſaid *A. B.*'s Steward or Receiver of the Rents of thoſe Eſtates: *Now know ye,* that for and in Conſideration of the ſaid Sum of 1000 *l.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, he the ſaid *A. B. Hath* granted bargained, ſold, aſſigned transferred and ſet over, and by theſe Preſents *Doth* grant, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* and every Sum and Sums of Money now due and payable, or remaining to be accounted for as now due and payable, to the ſaid *A. B.* or which he the ſaid *A. B.* hath now a Right to demand, for or in Reſpect of Rents or Arrears of Rents of every or any the ſeveral Eſtates of the ſaid *A. B.* in, *&c.* whether in the Hands of, or to be accounted for by, the ſeveral Tenants of ſuch Eſtates, or the ſaid *E. F.* or any of them, their or any of their Executors or Adminiſtrators; *And* for the better enabling the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, to collect, get in, recover and receive the ſaid hereby aſſigned Premiſſes, the ſaid *A. B. Hath* made, nominated, conſtituted and appointed, and by theſe Preſents *Doth* make, nominate, conſtitute and ap-

Recital that the Aſſignee hath lent to the Aſſignor 1000 l.

That the Aſſignor is intitled to a conſiderable Sum of Money now due for Rents, &c.

Conſideration.

Grant.

Letter of Attorney.

point the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, his the ſaid *A. B.*'s true, lawful and irrevocable Attorney and Attornies, in the Name of him the ſaid *A. B.* but to the ſole and only proper Uſe and Behoof of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from Time to Time and at all Times hereafter, to aſk, demand, ſue for, recover and receive of and from all and every the Tenants of all and every the Eſtates of him the ſaid *A. B.* in, *&c.* and alſo of and from the ſaid *E. F.* and every of them, their and every of their Executors and Adminiſtrators, *All* and every Sum and Sums of Money now due and remaining to be accounted for as aforeſaid, for and in reſpect of Rents and Arrears of Rents of thoſe Eſtates, every or any of them; and in the Name of him the ſaid *A. B.* to ſettle all Accounts, and make all Allowances touching the ſame; and alſo to compound the ſame, every or any of them, as it may be thought moſt expedient ſo to do, as to him the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns ſhall ſeem meet and reaſonable; and upon Receipt and Satisfaction had, or Agreement or Compoſition made of or for the ſame, or any Part thereof, Receipts, Releaſes or other Diſcharges for and in the Name of the ſaid *A. B.* to give, ſign, ſeal and execute, and generally to act, tranſact and do all and whatſoever to the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns ſhall ſeem meet and reaſonable to be acted, tranſacted or done in, about, touching or concerning the hereby aſſigned Premiſſes, or any Part or Parcel thereof, for and in the Name of him the ſaid *A. B.* as fully, effectually and abſolutely, to all Intents, Conſtructions and Purpoſes whatſoever, as if the ſaid *A. B.* was perſonally preſent and acted, tranſacted or did the ſame in his own proper Perſon; *For* all which Purpoſes the ſaid *A. B.* doth hereby give and grant unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, his the ſaid *A. B.*'s full and whole Power in and concerning the Premiſſes; and doth hereby ratify and confirm the ſame, and for himſelf, his Executors and Adminiſtrators, doth covenant and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *A. B.* his Executors and Adminiſtrators, ſhall and will, from Time to Time and at all Times hereafter, ratify and confirm all and whatever the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns ſhall lawfully do or cauſe to be done in Purſuance of the Power and Authority hereby

Aſſignor covenants to ratify and confirm what the Aſſignee ſhall do in Purſuance of the Power hereby given.

hereby given; *And* that from and after the Deceaſe of him the ſaid *A. B.* before Satisfaction had or Diſcharges given for the hereby aſſigned Premiſſes, the Executors or Adminiſtrators of him the ſaid *A. B.* ſhall and will at the Requeſt, Coſts and Charges of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, duly ſign, ſeal, execute and deliver unto him the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, a like Power and Authority with theſe Preſents, and for all and every the Purpoſes aforeſaid: ***Provided always***, and theſe Preſents are upon this Condition nevertheleſs, that if the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or any of them, the full Sum of 1000 *l.* of good and lawful Money of *Great Britain*, at or upon the —— Day of —— now next enſuing the Date of theſe Preſents, together with lawful Intereſt for the ſame, then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall as to the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſo far ceaſe, determine and be utterly void and of none Effect, as to make the ſaid *C. D.* his Execucutors, Adminiſtrators and Aſſigns, accountable to the ſaid *A. B.* his Executors and Adminiſtrators for all Monies actually received or to be received in Purſuance of theſe Preſents; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding; *So always* as that the foregoing Proviſo ſhall not extend or be conſtrued to extend to charge the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, with an Account to the ſaid *A. B.* his Executors or Adminiſtrators, for any more Monies than ſhall actually come to the Hands of, or be received by, the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, by Virtue or in Purſuance of the Aſſignment and Power herein before by theſe Preſents made and given. *In Witneſs*, &c.

After the Deceaſe of the Aſſignor, before Satisfaction had, his Executors, &c. at the Requeſt and Coſts of the Aſſignee, to execute and deliver to the Aſſignee a like Power with theſe Preſents.

Proviſo to be ſo far void on Payment of 1000 l. and Intereſt, as to make the Aſſignee accountable, &c.

*Aſſignment*

## *Aſſignment and Releaſe of the Intereſt and Dividends of* 100 l. South-Sea *Stock given by Will.*

T*O all to whom* theſe Preſents ſhall come, *A. B.* of, *&c.* ſendeth Greeting. *Whereas B. B.* late of, *&c.* by his laſt Will and Teſtament in Writing by him duly executed, bearing Date, *&c.* (and amongſt other Things therein contained) *Did* give unto the ſaid *A. B.* for her Life, the Intereſt and Profits of 100 *l. South-Sea* Stock, and after her Deceaſe did give the ſame 100 *l.* to *C. D.* of, *&c.* in the Words following, (to wit) ‘ I give to my Siſter *A. B.* all the Intereſt and Profits that ‘ ſhall grow and become payable on and for 100 *l. South-Sea* ‘ Stock, for the Term of her natural Life; and after her De‘ ceaſe, I give the ſame 100 *l.* to my Nephew *C. D.* for ever’; and of his ſaid Will made and appointed *E. F.* then of, *&c.* (ſince deceaſed) Executor, who proved the ſaid Will, and took upon him the Execution thereof, as by the ſaid Will and Probate thereof, Relation being thereunto had, may appear: *And whereas* the ſaid *E. F.* duly paid the ſaid *A. B.* all the yearly Intereſt, Profits, Dividends and Produce of 100 *l. South-Sea* Stock, and the full of her Demands for or on Account of the ſaid Gift or Bequeſt to her by the ſaid Will from Time to Time, from the Deceaſe of the ſaid Teſtator *B. B.* until the Time of the Deceaſe of him the ſaid *E. F.* which happened on or about the —— Day of, *&c.* he the ſaid *E. F.* made his Will, and thereof *D. F.* and *C. D.* Executors, who from the Time of the Deceaſe of the ſaid *E. F.* have continued duly to pay to the ſaid *A. B.* the Profits and Produce of 100 *l. South-Sea* Stock, and the full of her Demands as aforeſaid, computed to the Day of the Date hereof, according to the Rate of the yearly Produce, from Time to Time, of *South-Sea* Stock: *And whereas* the ſaid *A. B.* hath propoſed and agreed to ſell and releaſe, and the ſaid *C. D.* hath agreed to purchaſe at and for the Conſideration herein after mentioned, her the ſaid *A. B.*'s future Right to, and Intereſt in, the yearly Produce of the ſaid 100 *l. South-Sea* Stock, and of all Principal Money ariſen or to ariſe thereby, or therefrom and hereafter to become due or payable during the Life of her the ſaid *A. B. Therefore know ye,* that in Purſuance of the ſaid Agreement, and for and in Conſideration of the Sum of —— of good and lawful Money of

*Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof ſhe the ſaid *A. B.* doth hereby acknowledge, ſhe the ſaid *A. B. Hath* bargained, ſold, aſſigned, transferred, ſet over and releaſed, and by theſe Preſents *Doth* bargain, ſell, aſſign, transfer, ſet over and releaſe unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* the future Intereſt, Profits, Dividends and Produce whatſoever hereafter, during the Life of her the ſaid *A. B.* to ariſe and become due or payable, or which ſhall or may ariſe and become due or payable from or for, or on Account of the ſaid 100 *l. South-Sea* Stock, and principal Money ariſen or to ariſe thereby or therefrom, and all her Right, Title, Claim and Demand whatſoever in Law or Equity, in, to or out of the ſame, and every or any Part or Parcel thereof; *To have, hold, receive, take and enjoy* the ſame and every Part and Parcel thereof, to the ſole and only proper Uſe and Behoof of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, abſolutely and to all Intents and Purpoſes, as if the ſaid *A. B.* was not now living. *And* the ſaid *A. B.* for herſelf, her Executors and Adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe Preſents, that ſhe the ſaid *A. B.* hath not in any Manner heretofore aſſigned or incumbered the hereby aſſigned and releaſed Premiſſes, or any Part thereof, but will at any Time hereafter, upon the Requeſt, and at the Coſt of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, do any ſuch further reaſonable Act or Acts, for the further or better aſſigning and releaſing the ſame hereby aſſigned and releaſed, or intended to be aſſigned and releaſed Premiſſes, and every Part thereof, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, as ſhall be by him, them, or any of them required. *In Witneſs*, &c.

## *An Aſſignment of an Exchequer Annuity, in Truſt for a Bankrupt's Creditors.*

TO *all to whom* theſe Preſents ſhall come, *J. D.* of, *&c.* ſendeth Greeting. *Whereas J. H.* of, *&c.* by Virtue of an Act of Parliament paſſed in the third Year of the Reign of her late Majeſty Queen *Anne,* (intitled *An Act for,* &c.) *Did* advance and pay into the Receipt of Exchequer, the Sum of 300 *l.* in Conſideration whereof the ſaid *J. H.* became intitled unto one Annuity or yearly Sum of 50 *l.* payable quarterly to him or his Aſſigns, from and after the Deceaſe of *T. M.* of, *&c.* Nominee of *J. D.* of, *&c.* for and during all the Reſt and Reſidue which ſhould be then to come and unexpired, of and in a certain Term of ninety-nine Years, to be computed from the 25th Day of *March* 1704, as by one Order N° —— dated the *&c.* and one Tally thereunto belonging, Relation being thereunto reſpectively had, may more fully appear; which ſaid Annuity, Order and Tally, by divers meſne Aſſignments and otherways, are now lawfully come unto and veſted in the ſaid *J. D.* as by the ſaid Aſſignments may appear: *Now know ye,* that for and in Conſideration of the Sum of 348 *l.* 10 *s.* 8 *d.* of good and lawful Money of *Great Britain,* to the ſaid *J. D.* in Hand well and truly paid by *H. F.* of, *&c.* and *L. R.* of, *&c.* two of the Aſſignees in a Commiſſion of Bankruptcy granted and awarded againſt *W. J.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *J. D.* doth hereby acknowledge, and thereof acquit, releaſe and diſcharge the ſaid *H. F.* and *L. R.* their Executors, Adminiſtrators and Aſſigns for ever, by theſe Preſents, he the ſaid *J. D. Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *H. F.* and *L. R.* their Executors, Adminiſtrators and Aſſigns, the ſaid reverſionary Annuity or yearly Sum of 50 *l.* and the ſaid Order and Tally thereunto belonging; and alſo all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of the ſaid *J. D.* of, in and to the ſaid Premiſſes; *To have, hold,* receive and enjoy the ſaid reverſionary Annuity, Order and Tally before mentioned and intended to be hereby aſſigned unto the ſaid *H. F.* and *L. R.* their Executors, Adminiſtrators and Aſſigns, from and after the Deceaſe of the ſaid *T. M.* for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid Term of ninety-nine Years; *In Truſt* nevertheleſs for themſelves and the reſt of the Creditors of the ſaid *W. J.* who ſhall duly come in and prove their Debts, and ſeek Relief by and under the ſaid Commiſſion. *In Witneſs*, &c.

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## *An Aſſignment of a Policy of Inſurance.*

T*O all to whom* theſe Preſents ſhall come *D. C.* of, *&c.* ſendeth Greeting. *Whereas* the ſaid *D. C.* by one Inſtrument, Deed Poll or Policy of Inſurance taken out of the —— Fire Office, bearing Date, *&c.* marked with the Number (——) hath inſured from Loſs by Fire a Brick Building, being one Brick Houſe, ſituate, *&c.* for the Term of ſeven Years from the Date thereof, as in and by the ſaid Inſtrument, Deed Poll or Policy of Inſurance, Relation being thereunto had, may more at large appear: *Now know ye*, and theſe Preſents do Witneſs, that for and in Conſideration of the Sum of —— of good and lawful Money of *Great Britain* to the ſaid *D. C.* in Hand paid by *W. C.* of, *&c.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations him the ſaid *D. C.* hereunto moving, he the ſaid *D. C.* *Hath* aſſigned, transferred and ſet over, and by theſe Preſents *Doth* aſſign, transfer and ſet over unto the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, the ſaid recited Inſtrument, Deed Poll or Policy of Inſurance, and all Sum and Sums of Money due, or that ſhall or may grow due and payable thereupon; and alſo all the Right, Title, Intereſt, Benefit, Term of Years and Time to come, Advantage, Claim and Demand whatſoever of the ſaid *D. C.* of, in and to the ſame Policy; *To have and to hold* the ſaid Inſtrument, Deed Poll or Policy of Inſurance, and all Sum and Sums of Money due, or that ſhall or may grow due and payable thereupon, unto the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, to and for his and their own proper Uſe and Benefit. *In Witneſs*, &c.

## *An Aſſignment of the Remainder of a Term of 500 Years, in Truſt to attend the Inheritance, by Indorſement.*

MEmorandum, That *A. B.* of, *&c.* Executrix of the within named *B. B.* for and in Conſideration of 5 *s.* of good and lawful Money of *Great Britain,* to her the ſaid *A. B.* in Hand paid by *C. D.* of, *&c.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations the ſaid *A. B.* thereunto moving, ſhe the ſaid *A. B. Hath* aſſigned, transferred and ſet over, and by theſe Preſents *Doth,* at the Inſtance of *H. J.* of, *&c.* and at the Nomination of *K. L.* of, *&c.* teſtified by their Signing and Sealing of theſe Preſents, aſſign, transfer and ſet over unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* the Meſſuages, Tenements, Farms, Lands and Premiſſes, with their and every of their Appurtenances, comprized in the within mentioned Term of 500 Years, and all her Eſtate, Right, Title and Intereſt therein; *To have and to hold* the ſame unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 500 Years therein yet to come and unexpired; *In Truſt* nevertheleſs for the ſaid *K. L.* his Heirs and Aſſigns, and to attend and wait upon the Reverſion and Inheritance of the ſame Meſſuages, Lands and Premiſſes (amongſt other Lands and Tenements) purchaſed by the ſaid *K. L.* of the ſaid *H. J.* and conveyed with other Lands and Tenements unto the ſaid *K. L.* his Heirs and Aſſigns, by Indentures of Leaſe and Releaſe and Bargain and Sale inrolled in Chancery, the Leaſe bearing Date the 14th, and the Releaſe and Bargain and Sale, being tripartite, bearing Date reſpectively the 15th Day of, *&c.* and made or mentioned to be made between the ſaid *H. J.* and *L.* his Wife, which ſaid *H. J.* is Nephew and Heir, *&c.* of the firſt Part, *E. S.* and *J. S.* of, *&c.* of the ſecond Part, and the ſaid *K. L.* of the third Part; *To the End* to protect and cover the ſame from all meſne Charges and Incumbrances, if any there be. *And* the ſaid *A. B.* for herſelf, her Heirs, Executors and Adminiſtrators doth hereby covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *A. B.* hath not made, done or committed any Act, Matter or Thing whatſoever

ſoever, whereby or by Means whereof the ſaid Meſſuages, Tenements, Farms, Lands and Premiſſes hereby aſſigned, or any Part thereof, are, is, ſhall or may be impeached, charged or incumbred. *In Witneſs*, &c.

## *An Aſſignment of the Reſidue of ſeveral Terms of Years in a Marriage Settlement, in Truſt to attend the Inheritance, by Indorſement.*

W*Hereas* the within named *R. H.* is ſometime ſince dead without Iſſue, by Reaſon and Means whereof none of the ſeveral Truſts in and by the within written Indenture of Settlement expreſſed or declared of and concerning the three ſeveral Terms of 500 Years, 500 Years and 500 Years, in and by the ſame Indenture limited unto the within named *A. B.* and *B. B.* their Executors, Adminiſtrators and Aſſigns, or of and concerning the three ſeveral like Terms of 500 Years, 500 Years and 500 Years, in and by the ſame Indenture limited unto the within named *J. C.* and *W. P.* their Executors, Adminiſtrators and Aſſigns, ever aroſe or took Effect, but are all determined by the ſaid *R. H.*'s dying without Iſſue as aforeſaid, although in Law all the ſaid Terms are yet ſtanding out and ſubſiſting: *And whereas* the Freehold and Inheritance of the ſeveral within mentioned Manors, Meſſuages, Lands and Hereditaments in the ſaid ſeveral Terms, every or any of them comprized, immediately expectant on the Determination of the ſaid ſeveral Terms therein reſpectively, are legally come unto and veſted in *J. H.* of, *&c.* the only ſurviving Son and Heir of the within named *J. H.* the Father, and the Deviſee named in the laſt Will and Teſtament of the ſaid *R. H.* his Brother of the Half Blood: *And whereas* the now Reſidue of the ſaid three firſt mentioned ſeveral Terms of 500 Years, 500 Years and 500 Years, of and in ſuch Part and Parts of the ſaid Manors, Meſſuages, Lands and Hereditaments as are in the ſame Terms reſpectively comprized, is come to and legally veſted in *J. M.* of, *&c.* and *A.* his Wife, or one of them, as ſhe the ſaid *A.* is the ſole Executrix of the laſt Will and Teſtament of the ſaid *A. B.* her late Father deceaſed (who ſurvived the ſaid *B. B.*): *And whereas* the now Reſidue of the ſaid three ſeveral

Terms of 500 Years, 500 Years and 500 Years, ſo limited unto the ſaid *J. C.* and *W. P.* their Executors, Adminiſtrators and Aſſigns as aforeſaid, of and in ſuch Part and Parts of the ſaid Manors, Meſſuages, Lands and Hereditaments as are in the ſame Terms reſpectively comprized, is come to and legally veſted in *K. C.* Adminiſtrator of the Goods and Chattels, Rights and Credits of the ſaid *J. C.* his late Father deceaſed (who ſurvived the ſaid *W. P.*): *And whereas* L. B. of, *&c.* hath contracted and agreed with the ſaid *J. H.* the Son for the abſolute Purchaſe of (among other Lands) the ſaid ſeveral Manors, Meſſuages, Lands and Hereditaments in the ſaid ſeveral Terms, every or any of them reſpectively comprized, with their Appurtenances, for the Sum of 10000 *l.* of lawful Money of *Great Britain*, in Conſideration whereof the ſame Premiſſes and the Freehold and Inheritance thereof are, by Indentures of Leaſe and Releaſe, and Bargain and Sale, intended to be inrolled in Chancery, the Leaſe bearing Date the Day next before the Day of the Date hereof, and the Releaſe and Bargain and Sale bearing even Date herewith, and Fine in the ſame Releaſe covenanted to be levied, and by other good Aſſurances in Law conveyed or mentioned to be conveyed by the ſaid *J. H.* the Son unto and to the Uſe of the ſaid *L. B.* his Heirs and Aſſigns: *Now witneſs theſe Preſents*, that in Conſideration of the Premiſſes and of the Sum of 5 *s.* of like Money to the ſaid *J. M.* and *A.* his Wife in Hand paid by *O. P.* of, *&c.* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *J. M.* and *A.* his Wife, at the Requeſt and by the Direction and Appointment of the ſaid *J. H.* the Son (teſtified by his Sealing and Executing of theſe Preſents) *Have*, and each of them *Hath* bargained, ſold, aſſigned and ſet over, and by theſe Preſents *Do*, and each of them *Doth* (at the Nomination of the ſaid *L. B.*) bargain, ſell, aſſign and ſet over unto the ſaid *O. P.* his Executors, Adminiſtrators and Aſſigns, *All* and every the ſaid Manors, Meſſuages, Lands and Hereditaments in the ſaid three ſeveral firſt mentioned Terms of 500 Years, 500 Years and 500 Years, every or any of them reſpectively comprized, with their Appurtenances, and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years, Truſt, Property, Claim and Demand whatſoever at Law or in Equity of them the ſaid *J. M.* and *A.* his Wife, or either of them, of, in, to or out of the ſame Manors, Lands, Hereditaments and Premiſſes, or any Part thereof; *To have and to hold* the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes herein before aſſigned or mentioned ſo to be, with their Appurtenances, unto the ſaid *O. P.* his Executors, Adminiſtrators and Aſſigns from henceforth, for all the now Reſidue of the ſaid three ſeveral firſt mentioned Terms of 500 Years, 500 Years and 500 Years therein, or in any Part or Parts thereof reſpectively; *in Truſt* neverthelеſs for the ſaid *L. B.* his Heirs and Aſſigns, and to be diſpoſed of as he or they ſhall direct or appoint, and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſame Premiſſes ſo to him and them conveyed, or mentioned to be conveyed as aforeſaid, to the End to protect and preſerve the ſame from all meſne Charges and Incumbrances (if any be): *And* the ſaid *J. M.* doth hereby for himſelf and the ſaid *A.* his Wife, his and her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *O. P.* his Executors, Adminiſtrators and Aſſigns, that they the ſaid *J. M.* and *A.* his Wife, or either of them, have not, nor hath done or committed any Act, Matter or Thing, whereby or by Means whereof the Premiſſes by them herein before aſſigned, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred: *And* theſe Preſents *further witneſs*, that in Conſideration of the Premiſſes, and of the Sum of 5 *s.* of like Money to the ſaid *K. C.* in Hand paid by *Q. R.* of, *&c.* at or before the Execution of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *K. C.* at the Requeſt, and by the Direction and Appointment of the ſaid *J. H.* the Son (teſtified as aforeſaid) *Hath* bargained, ſold, aſſigned and ſet over, and by theſe Preſents *Doth* (at the Nomination of the ſaid *L. B.*) bargain, ſell, aſſign and ſet over unto the ſaid *Q. R.* his Executors, Adminiſtrators and Aſſigns, All and every the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes comprized in the ſaid three ſeveral Terms of 500 Years, 500 Years and 500 Years, ſo limited to the ſaid *J. C.* and *W. P.* their Executors, Adminiſtrators and Aſſigns as aforeſaid, or any of them, with their Appurtenances, and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms for Years, Truſt, Property, Claim and Demand whatſoever, at Law or in Equity, of him the ſaid *K. C.* of, in, to, or out of the ſame Manors, Lands, Hereditaments and Premiſſes, or any Part thereof; *To have and to hold* the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes laſt herein before aſſigned, or mentioned ſo to be, with their Appurtenances, unto the ſaid *Q. R.* his Executors, Adminiſtrators and Aſſigns from henceforth, for all the now Reſidue of the ſaid three ſeveral laſt mentioned Terms of 500 Years, 500 Years and 500 Years therein, or in any Part or Parts thereof reſpectively; *in Truſt* nevertheleſs for the ſaid *L. B.* his Heirs and Aſſigns, for the like Intents and Purpoſes as are herein before mentioned, expreſſed and declared of and concerning the Premiſſes herein before aſſigned, or mentioned ſo to be. *And* the ſaid *K. C.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *Q. R.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *K. C.* hath not done or committed any Act, Matter or Thing whereby or by Means whereof the Premiſſes by him herein before aſſigned, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred. *In Witneſs*, &c. H.

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## *An Aſſignment of the Remainder of a Term of* 500 *Years in a Marriage Settlement, in Truſt to attend the Inheritance.*

THIS *Indenture of ſix Parts* made, *&c.* between *J. O.* of, *&c.* Son of *R. O.* late of, *&c.* deceaſed, and Nephew and Heir at Law of *J. O.* late of, *&c.* deceaſed, of the firſt Part, *R. C.* of, *&c.* and *M.* his Wife (formerly the Wife of the ſaid *J. O.* deceaſed) of the ſecond Part, *A. O.* of, *&c.* Widow, Adminiſtratrix, with the Will annexed, of all and ſingular the Goods and Chattels, Rights and Credits of *B. O.* ſenior, late of, *&c.* deceaſed, not adminiſtred by *B. O.* junior, late Huſband of the ſaid *A. O.* and Son, and Executor of the laſt Will of *B. O.* ſenior, which ſaid *B. O.* ſenior was heretofore of, *&c.* and was the ſurviving Truſtee named in the Articles of Agreement and Indenture of Releaſe herein after recited, and the ſaid *A. O.* is alſo Adminiſtratrix of the ſaid *B. O.* junior, her late Huſband, of the third Part, *T. G.* of, *&c.* Adminiſtrator of *Eliz.* his late Wife deceaſed, who was one of the Daughters of the ſaid *J. O.* Party to theſe Preſents, by *Anne* his firſt Wife deceaſed, *E. P.* of, *&c.* and *A.* his Wife, *M. O. N. O. H. O.* and *C. O.* Spinſters, which ſaid *Anne*, the Wife of the ſaid *E. P. M. O. N. O. H. O.* and *C. O.* are the ſurviving Daughters, and together with the ſaid *E. G.* are all the Iſſue of the Body of the ſaid *J. O.* Party to theſe Preſents, begotten upon the Body of the ſaid *Anne* his firſt Wife, of the fourth Part, *W. C.* of, *&c.* of the fifth Part, and *H. M.* of, *&c.* and *J. M.* of, *&c.* of the ſixth Part. *Whereas* by Articles of Agreement indented, bearing Date, *&c.* and made or mentioned to be made between the ſaid *J. O.* the Uncle deceaſed, of the one Part, and *J. J.* of, *&c.* (ſince deceaſed) of the other Part, he the ſaid *J. O.* the Uncle, amongſt other Things therein contained, did for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant with the ſaid *J. J.* That (in Conſideration of a Marriage then intended, and afterwards had, between the ſaid *J. O.* Party to theſe Preſents, and the ſaid *Anne* his firſt Wife, then *A. J.* Spinſter, Daughter of the ſaid *J. J.* and of the Sum of 2000 *l.* thereby covenanted and ſecured to be paid by the ſaid *J. J.* as and for the Marriage Portion of the ſaid *Anne*) he the ſaid *J. O.* the Uncle ſhould and would, at or before the 29th Day of *September* then next enſuing, grant, bargain, ſell, ſurrender, aſſure and convey unto the ſaid *J. J.* and *B. O.* of, *&c.* their Heirs and Aſſigns, ſeveral Copyhold Meſſuages, Lands, Tenements and Hereditaments, ſituate, lying and being in, *&c.* and alſo all that Capital Meſſuage, *&c.* the ſaid Demeſne Lands and Farms then being in all, by the Rental or Particular thereof, of the yearly Value of 300 *l.* to take Effect in Poſſeſſion, in Caſe it ſhould happen that the ſaid *J. O.* the Uncle ſhould die without Iſſue Male of his Body begotten on the Body of the ſaid *M.* his then Wife (and now Wife of the ſaid *R C.*) and not otherwiſe, *To the Uſes* following, (*viz.*) *To the Uſe* of the ſaid *J. O.* the Uncle and his Heirs, until the ſaid intended Marriage ſhould take Effect; and after the ſaid Marriage ſhould take Effect, *Then* to the Uſe of the ſaid *J. O.* Party to theſe Preſents, and his Aſſigns, for his Life, without Impeachment of Waſte, Remainder to the Uſe of the firſt and other Sons of the ſaid *J. O.* Party to theſe Preſents, upon the Body of the ſaid *Anne J.* to be begotten in Tail Male ſucceſſively, and for Default of ſuch Iſſue Male, or if he ſhould have Iſſue Male, and likewiſe other younger Children, Male or Female, or both, by him begotten on the Body of the ſaid *A.* living at the Time of his Death, and by him unpreferred or otherwiſe unprovided for, *To the Uſe* of the ſaid *J. J.* and *B. O.* their Executors, Adminiſtrators and Aſſigns, for the Term of 500

Recital of Marriage Articles.

Years from thenceforth next enſuing, *Upon the Truſt* therein and herein after mentioned, Remainder to the Uſe of the ſaid *J. O.* Party to theſe Preſents, and the Heirs Male of his Body by any after-taken Wife, with divers Remainders over; in which ſaid Articles is contained a Proviſo, whereby it is declared, that if the ſaid *J. O.* Party to theſe Preſents, ſhould have Iſſue Male of his Body by the ſaid *Anne*, and other Child or Children by them begotten, it ſhould be lawful for the ſaid *J. O.* Party to theſe Preſents, at any Time during his Life, by his Deed or Deeds, or laſt Will in Writing, atteſted by three or more credible Witneſſes, to charge the Premiſſes, or any Part thereof, with ſuch Sum or Sums of Money for the Proviſions and Portions of ſuch younger Child or Children, payable in ſuch Manner as the ſaid *J. O.* Party to theſe Preſents, ſhould think fit: *And* it is in and by the ſaid Articles further declared, that the Intent and Meaning of the ſaid Term was, that the Truſtees therein named might out of the Profits thereof raiſe the Portion or Portions for the Daughter or Daughters of the ſaid then intended Marriage, in Caſe there ſhould be a Failure of Iſſue Male, in Manner therein and herein after mentioned, (*viz.*) If only one Daughter, the Sum of 2000 *l.* payable to ſuch Daughter at her Age of twenty-one Years, or Day of Marriage, which ſhould firſt happen, and in the mean Time the yearly Maintenance of 60 *l.* and if there ſhould be more Daughters than one, the Sum of 3000 *l.* to be raiſed by the ſaid Truſtees out of the Profits of the ſaid Premiſſes for the Portions of ſuch Daughters, to be equally divided among them, and to be paid them at their reſpective Days of Marriage, or Ages of twenty-one Years, which ſhould firſt happen, and in the mean Time proportionable Allowances for their Maintenance and Education, at the Diſcretion of the ſaid Truſtees: *And* if the ſaid *J. O.* Party to theſe Preſents, ſhould have Iſſue Male of the Body of the ſaid *Anne*, and likewiſe other younger Children, Male or Female, *Then* upon Truſt to raiſe ſuch Portions and Maintenances for the Daughters and younger Sons of the ſaid Marriage as are therein mentioned. *And whereas* by Indentures of Leaſe and Releaſe bearing Date reſpectively the, *&c.* made or mentioned to be made between the ſaid *J. O.* the Uncle of the one Part, and the ſaid *J. J.* and *B. O.* of the other Part, reciting the ſaid herein before in Part recited Articles in the ſaid Indenture of Releaſe, he the ſaid *J. O.* the Uncle deceaſed, in Conſideration of performing that Part of the ſaid

Of a Settlement made purſuant to the Articles.

ſaid Articles on his Part covenanted to be done as aforeſaid, and alſo to the Intent and Purpoſe, that if it ſhould pleaſe God that the ſaid *J. O.* the Uncle ſhould die without Iſſue Male of his Body on the Body of the ſaid *M.* his Wife to be begotten, the ſaid Capital Meſſuage, Demeſne Lands, Farms, Tenements and Hereditaments, with their Appurtenances, might for ever, or ſo long as it ſhould pleaſe God to continue the ſame, remain, continue and be in the Name, Family and Blood of the *O*'s, as is thereafter in that Behalf limited and provided, and for other the Conſiderations therein mentioned, *Did* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *J. J.* and *B. O.* their Heirs and Aſſigns for ever, *All* that Reverſion and Reverſions, Remainder and Remainders, Right, Title, Uſe, Truſt or other Eſtate whatſoever of him the ſaid *J. O.* the elder, his Heirs and Aſſigns, and every of them, of, in and unto *All* that the ſaid Capital Meſſuage or Manſion-houſe at *G.* aforeſaid, wherein the ſaid *J. O.* the Uncle did then dwell as aforeſaid, *as alſo all* that the Reverſion, Remainder and Expectancy of the ſaid Demeſne Lands of *G. J.* and *E.* aforeſaid, together with the Reverſion and Reverſions, Remainder and Remainders, or other Eſtate, Right, Title, Uſe, Truſt or Intereſt in Expectancy, of, in and unto the ſaid before mentioned Farms, Lands, Tenements and Hereditaments, with their Appurtenances theretofore in the ſeveral Tenures, Occupations or Poſſeſſions of them the ſaid *D. G.* and *G. J.* or one of them, their or one of their Under-tenants or Aſſigns, called or known by the Name of —— as aforeſaid, *All* which ſaid granted, or thereby intended to be granted Premiſſes, with their Appurtenances, by the Rental or Particular thereof, were by common Computation of the yearly Value of 300 *l.* or thereabouts; *To hold* the ſame Reverſion or Remainder and Eſtate in Expectancy, immediately after the ſaid *J. O.* the Uncle deceaſed ſhould die without Iſſue Male of his Body on the Body of the ſaid *M.* his Wife begotten, and after the Death of the ſaid *M.* unto the ſaid *J. J.* and *B. O.* their Heirs and Aſſigns, *To* the Uſes, Intents and Purpoſes therein and herein after mentioned, (*viz.*) *To the Uſe* of the ſaid *J. O.* the Uncle deceaſed and his Heirs, until the ſaid intended Marriage ſhould take Effect; and after the ſaid intended Marriage ſhould take Effect, then to the Uſe of the ſaid *J. O.* Party to theſe Preſents, for his Life, without Impeachment of Waſte, Remainder to the Uſe of the firſt and other Sons of the Body of the ſaid

Habendum.

To the Grantor till the Marriage, then to the Huſband for Life ſans Waſte, Remainder to his firſt and other Sons.

*J. O.* Party to theſe Preſents, upon the Body of the ſaid *A. J.* to begotten in Tail Male ſucceſſively; and for Default of ſuch Iſſue, or if it ſhould happen that the ſaid *J. O.* Party to theſe Preſents, ſhould have Iſſue Male of his Body on the Body of the ſaid *Anne*, and likewiſe other younger Children between them begotten, Male or Female, or both, *To the Uſe* of the ſaid *J. J.* and *B. O.* their Executors, Adminiſtrators and Aſſigns, from thenceforth, for the Term and Eſtate of 500 Years next and immediately enſuing, upon the ſeveral Truſts for raiſing ſuch Portion or Portions for Daughter or Daughters, younger Son or Sons, and ſuch yearly Maintenance and Proviſion for their Education, and payable in ſuch Manner, and after ſuch Sort, as in and by the ſaid Articles is declared; and from and after the Expiration, or other ſooner Determination of the ſaid Term of 500 Years, and Failure of ſuch Iſſue Male as aforeſaid, *To* the Uſe of the ſaid *J. O.* Party to theſe Preſents, and his Heirs Male lawfully to be begotten generally, with divers Remainders over, as in and by the ſaid recited Articles and Indentures of Leaſe and Releaſe may more fully appear: *And whereas* Part of the Premiſſes lying in the Counties of *H.* and *B.* agreed to be ſettled by the ſaid Articles are Copyhold: *And whereas* the ſaid *J. O.* the Uncle afterwards died without Iſſue of his Body by the ſaid *M.* his Wife, who ſince the Death of him the ſaid *J. O.* hath intermarried with the ſaid *R. C.* *And whereas* the ſaid *J. J.* and *B. O.* are both dead, and the ſaid *B. O.* ſurvived the ſaid *J. J.* and before his Death made his laſt Will and Teſtament in Writing, and the ſaid *B. O.* junior his Son, Executor thereof, who proved the ſame, and is ſince dead inteſtate, and Adminiſtration of his perſonal Eſtate hath been granted to the ſaid *A. O.* and ſhe the ſaid *A. O.* hath alſo taken out Letters of Adminiſtration, with the Will annexed, of the Goods and Chattels of the ſaid *B. O.* the Father, not adminiſtred by the ſaid *B. O.* the Son, whereby the legal Eſtate of the ſaid 500 Years Term is become veſted in her: *And whereas* the ſaid *A.* the Wife of the ſaid *J. O.* Party to theſe Preſents, is alſo dead without Iſſue Male of her Body, and left Iſſue only by the ſaid *J. O.* Party to theſe Preſents, ſix Daughters as aforeſaid, *viz.* the ſaid *Eliz.* the late Wife of the ſaid *T. G.* *A.* Wife of the ſaid *E. P.* *M. O.* *N. O.* *H. O.* and *C. O.* *And whereas* the ſaid *T. G.* intermarried with the ſaid *Eliz.* one of the ſaid Daughters, where-

To Truſtees for 500 Years to raiſe Portions.

Recital that Part of the Premiſſes agreed to be ſettled by the Articles are Copyhold.

That the Grantor died without Iſſue by *M.* his Wife, who ſince his Death married with *R. C.*

That the Truſtees are dead, &c.

That the legal Eſtate of the 500 Years is in *A. O.*

That *A.* the Wife of *J. O.* died without Iſſue Male, and left Iſſue only ſix Daughters.

That *T. G.* married with *E.* one of the Daughters, and thereby became intitled to her Share of 3000 l. appointed to be raiſed, &c.

by he became intitled, in Right of his ſaid Wife, to her Part or Share of the ſaid 3000 *l.* appointed to be raiſed for the ſaid Daughters Portions, and to all the Intereſt which hath ſince become due for the ſaid Share of the ſaid *Eliz. And whereas* the ſaid *E.* is ſince dead, and he the ſaid *T. G.* hath ſince the Death of his ſaid Wife taken out Letters of Adminiſtration to her: *And whereas* the ſaid *W. C.* hath contracted and agreed with the ſaid *J. O.* Party to theſe Preſents, for the abſolute Purchaſe of the Reverſion and Inheritance expectant on the Death of the ſaid *M. C.* of Part of the Freehold Premiſſes in the ſaid Counties of *H.* and *B.* limited for the ſaid Term of 500 Years, and of an Eſtate of Inheritance in Fee-Simple, in Poſſeſſion, of and in the reſt of the Freehold Premiſſes in the ſame Counties, limited for the ſaid Term for the Sum of 860 *l. And* the ſaid *W. C.* hath alſo contracted with the ſaid *J. O.* Party to theſe Preſents, for the Purchaſe of ſuch Part of the Premiſſes in the ſaid Counties of *H.* and *B.* as are Copyhold, for a further Sum of Money, but the ſame have not yet been ſurrendered to the ſaid *W. C. And whereas* by Indentures of Leaſe and Releaſe bearing Date reſpectively the fourth and fifth Days of *May* laſt paſt before the Date of theſe Preſents, the Releaſe being quinquepartite, and made or mentioned to be made between the ſaid *R. C.* and *M.* his Wife of the firſt Part, the ſaid *J. O.* Party to theſe Preſents, and *P.* his Wife, of the ſecond Part, the ſaid *W. C.* of the third Part, *T. J.* of, *&c.* of the fourth Part, and *W. G.* of, *&c.* of the fifth Part; and by two ſeveral Fines and two ſeveral Recoveries reſpectively levied and ſuffered in Purſuance thereof, for the Conſiderations in the ſame Indenture of Releaſe mentioned, the ſeveral Freehold Meſſuages, Lands, Hereditaments and Premiſſes in the ſaid Counties of *H.* and *B.* limited in Uſe to the ſaid *J. J.* and *B. O.* for the ſaid Term of 500 Years as aforeſaid, were and are limited to the Uſes following, (*viz.*) *As to* the ſaid Manſion-houſe, ſituate in *G.* in the ſaid County of *H.* formerly in the Poſſeſſion of the ſaid *J. O.* the Uncle deceaſed, and now or late in the Poſſeſſion of the ſaid *R. C.* and *M.* his Wife, and all the Buildings, *&c. To the Uſe* and Behoof of the ſaid *W. C.* his Heirs and Aſſigns for ever, immediately in Poſſeſſion; *And* as to all the Reſt and Reſidue of the ſaid Premiſſes in the ſaid Counties of *H.* and *B.* in the ſaid Term of 500 Years comprized, *To the Uſe* and Behoof of the ſaid *M. C.* and her Aſſigns, for and during the Term of her natural Life; *And* from and immediately after her Death, *Then* to the Uſe and

That *E.* is dead, and *T. G.* hath adminiſtred to her.

Recital of Agreement to purchaſe.

Of Indentures of Leaſe and Releaſe, and of two Fines and Recoveries levied and ſuffered in Purſuance thereof, Part of the Freehold Eſtates in the Counties of *H.* and *B.* limited for the ſaid 500 Years, are limited to the Uſe of the Purchaſer in Fee.

And the Reſidue to *M. C.* for Life, and after her Death to the Uſe of the Purchaſer in Fee.

That the Purchaſe Money hath not yet been paid.

That the Father has come to an Agreement with his Daughters, &c. to pay them certain Sums of Money in Satiſfaction of the 3000 l. appointed to be raiſed.

and Behoof of the ſaid *W. C.* his Heirs and Aſſigns for ever, as in and by the ſaid laſt recited Indentures, and the ſaid Fines and Recoveries, more at large may appear: *And whereas* the ſaid Sum of 860 *l.* the Purchaſe Money before mentioned, hath not yet been paid to the ſaid *J. O.* Party to theſe Preſents: *And whereas* the ſaid *J. O.* Party to theſe Preſents, hath come to an Agreement with the ſaid *T. G.* to pay him the Sum of 100 *l.* and hath alſo agreed with the ſaid *E. P.* and *A.* his Wife, *M. O. N. O. H. O.* and *C. O.* to pay down to each of them the ſaid *E. P. M. O. N. O. H. O.* and *C. O.* the like Sum of 100 *l.* a-piece, and to pay to them the ſaid *E. P.* and *A.* his Wife, *M. O. N. O. H. O.* and *C. O.* the further Sum of 300 *l.* a-piece within one Year from the Date hereof, with Intereſt for the ſaid reſpective Sums of 300 *l.* a-piece in the mean Time, at the Rate of 5 *per Cent. per Annum*, in full Satisfaction and Diſcharge of the ſaid 3000 *l.* appointed to be raiſed as aforeſaid, and of all Intereſt which has become due for the ſame, and of all Arrears of Maintenance provided for the ſaid Sons and Daughters by Virtue of the ſaid Articles and Settlement; and that the ſaid reſpective Sums of 300 *l.* a-piece, with Intereſt, ſhall be ſecured to them reſpectively by a Mortgage and Surrender made to them of the ſaid Eſtate in the County of *S.* and in Conſideration thereof they the ſaid *T. G. E. P.* and *A.* his Wife, *M. O. N. O. H. O.* and *C. O.* are willing and have agreed to releaſe and diſcharge the ſaid Freehold and Copyhold Premiſſes in the ſaid Counties of *H.* and *B.* of and from the Payment of the ſaid 3000 *l.* and all Intereſt which has become due for the ſame, and of and from all other Portions, Proviſions and Maintenances provided or appointed to be raiſed and paid by the ſaid recited Articles and Settlement, or either of them, for the ſaid ſix Daughters, and have alſo agreed to join with the ſaid *J. O.* Party to theſe Preſents, and *A. O.* in aſſigning the ſaid Term of 500 Years as to the Freehold Premiſſes in the ſaid Counties of *H.* and *B.* in ſuch Manner, and for ſuch Intents and Purpoſes, as herein after is mentioned: *Now this Indenture witneſſeth*, that for and in Conſideration of the Sum of 100 *l.* of lawful Money of *Great Britain* to him the ſaid *T. G.* and of the Sum of 100 *l.* of like Money to the ſaid *E. P.* and *Anne* his Wife, and of the Sum of 100 *l.* of like Money to each of them the ſaid *M. O. N. O. H. O.* and *C. O.* in Hand well and truly paid by the ſaid *W. C.* at or before the Enſealing and Delivery of theſe Preſents, by the Direction and

Conſideration.

Appointment of the ſaid *J. O.* Party to theſe Preſents, teſtified by his Signing and Sealing theſe Preſents, the ſeveral Receipts of which ſaid ſeveral Sums of 100 *l.* making in the whole the Sum of 600 *l.* they the ſaid *T. G. E. P.* and *A.* his Wife, *M. O. N. O. H. O.* and *C. O.* do hereby reſpectively acknowledge, and thereof, and of every Part thereof do reſpectively acquit, releaſe and diſcharge the ſaid *W. C.* his Heirs, Executors and Adminiſtrators by theſe Preſents; and alſo for and in Conſideration of the ſaid Sum of 300 *l.* a-piece, agreed to be paid and ſecured to the ſaid *E. P. M. O. N. O. H. O.* and *C. O.* as aforeſaid; and alſo for and in Conſideration of the Sum of 260 *l.* of like lawful Money to the ſaid *J. O.* Party to theſe Preſents, in Hand alſo paid by the ſaid *W. C.* at or before the Enſealing and Delivery of theſe Preſents, making together, with the ſaid Sum of 600 *l.* the Sum of 860 *l.* and is in full Satisfaction of the ſaid Purchaſe Money agreed to be paid by the ſaid *W. C.* as aforeſaid, the Receipt and Payment whereof the ſaid *J. O.* Party to theſe Preſents, doth hereby acknowledge, and thereof doth acquit, releaſe and diſcharge the ſaid *W. C.* his Heirs, Executors and Adminiſtrators by theſe Preſents; and alſo in Conſideration of the Sum of 5 *s.* of like lawful Money to the ſaid *A. O.* in Hand paid by the *H. M.* and *J. M.* the Receipt whereof is hereby acknowledged, ſhe the ſaid *A. O.* by the Direction and Appointment of the ſaid *T. G. E. P.* and *A.* his Wife, *M. O. N. O. H. O.* and *C. O.* and alſo of the ſaid *J. O.* Party to theſe Preſents, (teſtified by their being Parties to, and their executing theſe Preſents, *Hath* bargained, ſold, aſſigned and ſet over, and by theſe Preſents *Doth* (at the Nomination and by the Direction and Appointment, as well of the ſaid *R. C.* and *M.* his Wife, and of the ſaid *W. C.* teſtified by their being Parties to, and Signing and Sealing theſe Preſents) bargain, ſell, aſſign and ſet over unto the ſaid *H. M.* and *J. M.* their Executors, Adminiſtrators and Aſſigns, *The* ſaid capital Meſſuage or Tenement, and all and every other the Lands, Tenements, Hereditaments and Premiſſes in the ſaid Counties of *H.* and *B.* which in and by the ſaid recited Indenture of Releaſe, dated the ſaid 21ſt Day of *January* in, *&c.* were limited, or mentioned or intended to be limited, unto or to the Uſe of the ſaid *J. J.* and *B. O.* deceaſed, their Executors, Adminiſtrators and Aſſigns, for the ſaid Term of 500 Years, with their and every of their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Claim and Demand, both in Law and Equity, of her the ſaid *A. O.* of,

Aſſignment.

Habendum, to two Truſtees, for the Remainder of the 500 Years.

of, in, to or out of the ſame Premiſſes, and every or any Part or Parcel thereof; *To have and to hold* the ſaid capital Meſſuage or Tenement, Lands, Tenements, Hereditaments, and all and every other the Premiſſes mentioned or intended to be herein before aſſigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *H. M.* and *J. M.* their Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt, Reſidue and Remainder now to come and unexpired of the ſaid Term of 500 Years, freed and diſcharged from all the Truſts, Proviſoes and Agreements mentioned and declared of and concerning the ſame, in and by the ſaid recited Indenture of Releaſe, dated the ſaid 21ſt Day of *January*, *&c.*

Upon Truſt, &c.

But nevertheleſs *upon Truſt*, and to the Intent and Purpoſe that the ſaid Term of 500 Years, as to the Premiſſes hereby aſſigned, may attend and wait upon the ſeveral and reſpective Uſes and Limitations reſpectively mentioned, limited and declared of and concerning the ſame Premiſſes in and by the ſaid recited Indenture of Releaſe, dated the ſaid 5th Day of *May* laſt; and to the Intent to protect and cover the ſame Premiſſes of and from all ſubſequent Incumbrances, if any ſuch there be.

Aſſignor covenants that ſhe hath not done any Act to incumber.

*And* the ſaid *A. O.* for herſelf, her Executors and Adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *H. M.* and *J. M.* their Executors, Adminiſtrators and Aſſigns, and each and every of them, by theſe Preſents, that ſhe the ſaid *A. O.* hath not at any Time heretofore made, done, committed or executed, any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Meſſuages, Lands and Premiſſes herein before mentioned or intended to be hereby aſſigned, or any of them is, are, can, ſhall or may be any ways impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever;

The Daughters, &c. covenant that they have not done any Act to incumber.

*And* the ſaid *T. G. E. P. M. O. N. O. H. O.* and *C. O.* do for themſelves, ſeverally, and not jointly, nor one of them for the other of them, or for the Acts of the other of them, but each for him and herſelf, and for his and her reſpective Executors and Adminiſtrators only, do and doth covenant, promiſe and agree, to and with the ſaid *H. M.* and *J. M.* their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that they the ſaid *T. G. E. P. M. O. N. O. H. O.* and *C. O.* have not, nor any of them hath not at any Time heretofore made, done, committed, executed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Meſſuages, Lands, Hereditaments and Premiſſes herein before mentioned or intended to be hereby aſſigned, or any Part thereof, are, is, ſhall or may be impeached, charged or incumbred, in Title, Charge, Eſtate or otherwiſe howſoever; *And further*, that they the ſaid *T. G. E. P. M. O. N. O. H. O.* and *C. O.* do ſeverally and reſpectively covenant, promiſe and agree to and with the ſaid *W. C.* his Heirs, Executors and Adminiſtrators by theſe Preſents, in Manner following, that is to ſay, The ſaid *T. G.* doth covenant that he, his Executors or Adminiſtrators, and the ſaid *E. P.* doth covenant, that he and *A.* his Wife, their Executors or Adminiſtrators, and the ſaid *M. O. N. O. H. O.* and *C. O.* do ſeverally and reſpectively covenant, that they reſpectively, their reſpective Executors and Adminiſtrators, after the ſaid Copyhold Premiſſes in the Counties of *H.* and *B.* ſhall be ſurrendered to him the ſaid *W. C.* and his Heirs, or to any other Perſon or Perſons by his or their Order, ſhall and will, at the Requeſt, Coſts and Charges in the Law of the ſaid *W. C.* his Heirs or Aſſigns, ſeal and execute ſuch good and ſufficient Releaſe in the Law unto the ſaid *W. C.* his Heirs or Aſſigns, or to ſuch Perſon or Perſons to whom the ſame Copyhold Premiſſes ſhall be ſurrendered, of all the Right, Title, Intereſt, Claim and Demand whatſoever, which they the ſaid *T. G. E. P.* and *A.* his Wife, *M. O. N. O. H. O.* and *C. O.* or any of them have, or which they or any of them, their or any of their Executors or Adminiſtrators may or can have or claim of, in, to or out of the ſaid Copyhold Premiſſes in the ſaid Counties of *H.* and *B.* or either of them, by Force and Virtue of the ſaid recited Articles and the ſaid Indenture of Releaſe of the 21ſt Day of *January*, &c. or either of them, or otherwiſe howſoever, as by him the ſaid *W. C.* his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required; ſo as the Parties required to execute the ſame, be not compelled or compellable, for the doing thereof, to travel further than the Cities of *London* or *Weſtminſter*, or one of them. *In Witneſs*, &c.

After the Copyhold Premiſſes ſhall be ſurrendered, to execute a Releaſe of all their Right thereto.

# An Award.

## *An Award made by an Umpire.*

T*O all to whom* theſe Preſents ſhall come, I *A. B.* of, *&c.* ſend Greeting. *Whereas C. D.* of, *&c.* and *D. D.* of, *&c.* by their reſpective Bonds or Obligations under their reſpective Hands and Seals, bearing Date reſpectively the, *&c.* did become reſpectively bound each to the other in the penal Sum of 50 *l.* conditioned to be void, if *J. M.* of, *&c.* (therein named) and the ſaid *D. D.* reſpectively ſhould ſtand to, abide and perform the Award of *O. O.* of, *&c.* and *P. P.* of, *&c.* Arbitrators therein named, concerning all Manner of Controverſies and Demands whatſoever, at any Time then before depending between the ſaid *J. M.* and the ſaid *D. D.* ſo as the ſaid Award ſhould be made, as in the ſaid Bonds is mentioned, on or before the —— Day of this inſtant ——; and if the ſaid Arbitrators ſhould make no Award, according to the Conditions of the ſaid Bonds, then if they the ſaid *J. M.* and *D. D.* reſpectively ſhould abide and perform the Award and Umpirage of me the ſaid *A. B.* therein named, as Umpire concerning the Premiſſes, if I ſhould make my Award and Umpirage in Writing concerning the Premiſſes, on or before, *&c.* as by the ſaid reſpective Bonds and Conditions thereof, Relation being thereunto reſpectively had, may appear: *And whereas*, upon Notice that the ſaid Arbitrators had made no Award concerning the Premiſſes, I the ſaid *A. B.* have ſince the —— Day of this inſtant —— taken upon myſelf the Conſideration of the Matters ſo referred to me as Umpire, and have fully conſidered and duly weighed all Matters relating to the Premiſſes. *Know ye therefore*, that I the ſaid *A. B.* do by this my Award and Umpirage award and direct, that the ſaid *J. M.* and *D. D.* do meet each other on the —— Day of, *&c.* between the Hours of Ten and Twelve of the Clock in the Forenoon of the ſame Day, at the Houſe of, *&c.* and that then and there the ſaid *J. M.* do pay unto the ſaid *D. D.* the Sum of, *&c.*

and that thereupon and in Conſideration thereof the ſaid *D. D.* do execute a general Releaſe unto the ſaid *J. M.* and that then and there the ſaid *J. M.* do execute a Covenant to indemnify the ſaid *D. D.* againſt all Coſts, Damages and Expences which may happen by Means of any further Proceedings in an Action commenced at the Inſtance of the above named *C. D.* and now at Iſſue in the Court of, *&c.* wherein the ſaid *J. M.* who as well for himſelf as for the Poor of the Pariſh of *R.* proſecutes, is Plaintiff, and the ſaid *D. D.* is Defendant, at the Bottom of which Covenant I have ſubſcribed my Approbation for aſcertaining the ſame; and that the ſaid *J. M.* do alſo then and there pay unto the ſaid *D. D.* for the Uſe of his Attorney or Agent, the Sum of —— for the Charge of preparing this Award or Umpirage, and the ſaid General Releaſe and Covenant. *In Witneſs*, &c.

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# Bargains and Sales.

## *A Bargain and Sale of an Eſtate, with a Covenant to levy a Fine, to be inrolled.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* and *M.* his Wife, of the one Part, and *C. D.* of the other Part, *witneſſeth*, that for and in Conſideration of the Sum of —— of good and lawful Money of *Great Britain*, to the ſaid *A. B.* in Hand paid by *C. D.* at or before the Enſealing and Delivery of theſe Preſents, (which is hereby and by the ſaid *A. B.* acknowledged and declared to be in full Satisfaction for the abſolute Purchaſe of the Fee-ſimple and Inheritance of the Meſſuages, Lands, Hereditaments and Premiſſes herein after mentioned to be bargained and ſold) the Receipt and Payment of which ſaid Sum of —— he the ſaid *A. B.* doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth acquit, releaſe and diſcharge the ſaid *C. D.* his Heirs, Executors

ecutors and Adminiſtrators, and every of them for ever by theſe Preſents, he the ſaid *A. B. Hath* bargained and ſold, and by theſe Preſents *Doth* bargain and ſell unto the ſaid *C. D.* all that Meſſuage or Tenement, *&c. And* the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of all and ſingular the ſaid hereby bargained Premiſſes, and every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Benefit, Claim and Demand whatſoever of him the ſaid *A. B.* of, in, unto or out of the ſaid hereby bargained Premiſſes, every or any Part or Parcel thereof; *To have and to hold* the ſaid Meſſuage or Tenement and Premiſſes herein before mentioned, and hereby bargained and ſold, or meant, mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *C. D.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever; *And* the ſaid *A. B.* for himſelf, and for the ſaid *M.* his Wife, their Heirs and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Heirs and Aſſigns by theſe Preſents, that he the ſaid *A. B.* and *M.* his Wife, ſhall and will, at the Coſts and Charges in the Law of the ſaid *A. B.* as of laſt *Hilary* Term, or before the End of *Eaſter* Term next enſuing the Date of theſe Preſents, acknowledge and levy unto the ſaid *C. D.* and his Heirs, before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines, *ſur Conuzance de droit come ceo, &c.* of all the ſaid Meſſuage, Lands and Hereditaments aforeſaid; and all and ſingular other the hereby bargained, or intended to be hereby bargained and ſold, Hereditaments and Premiſſes, with their and every of their Rights, Privileges and Appurtenances, by ſuch apt and convenient Name and Names, Quantities and Qualities, Deſcriptions and Number of Acres, as by the ſaid *C. D.* or his Heirs, or his or their Counſel learned in the Law, ſhall be thought fit and expedient; which ſaid Fine or Fines ſo as aforeſaid, or in any other Manner to be had, levied or executed, as alſo all and every other Fine and Fines, Feoffments, Recoveries, Releaſes and Conveyances whatſoever, already had and levied, ſuffered and executed, or hereafter to be had and levied, ſuffered and executed of the ſaid Premiſſes, or any Part thereof, by or between the ſaid Parties for that Purpoſe named, or any of them, as to the ſame Premiſſes, and every Part thereof, ſhall be and enure, and ſhall be adjudged, conſtrued, deemed and taken,

and

and was and were intended to be and enure, and is and are by theſe Preſents and the Parties to the ſame declared and agreed to be and enure, and to have been and enured to the only proper Uſe and Behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

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## *A Bargain and Sale of an Advowſon.*

T*HIS Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part, *witneſſeth*, that the ſaid *A. B.* for and in Conſideration of the Sum of, *&c.* *Hath* granted, bargained and ſold, and by theſe Preſents *Doth* grant, bargain and ſell unto the ſaid *C. D.* and his Heirs, *All* that the Advowſon, Preſentation and Right of Patronage of, in and unto the Church of *R.* in the County of *S.* aforeſaid, with its Rights, Members and Appurtenances; *To have and to hold* the ſame unto the ſaid *C. D.* his Heirs and Aſſigns for ever; *And* the ſaid *A. B.* and his Heirs, the ſaid Advowſon, Preſentation and Right of Patronage of, in and unto the Church of *R.* aforeſaid, unto the ſaid *C. D.* his Heirs and Aſſigns, againſt the ſaid *A. B.* and his Heirs, and all and every other Perſon and Perſons lawfully claiming by, from or under them, or in Truſt for them or any of them, ſhall and will warrant, and for ever defend by theſe Preſents; *And* it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Grant hereby made to the ſaid *C. D.* and his Heirs, is *upon this ſpecial Truſt* and Confidence, that when and as ſoon as the ſaid Church ſhall become vacant, the ſaid *C. D.* or his Heirs ſhall then preſent *E. F.* of, *&c.* Brother-in-law to the ſaid *C. D.* to the ſaid Church, if he ſhall be then living and capable (in reſpect of his Age) of being preſented thereto; and in Caſe the ſaid *E. F.* ſhall not be then living, or not be then capable of being preſented, and in Caſe the ſaid Church ſhall become vacant more than once, during the Life of the ſaid *E. F.* by the Death or Reſignation of the Incumbent for the Time being, and the ſaid *F. F.* (being then capable of being preſented thereto) ſhall think fit to accept thereof, that then the ſaid *C. D.* and his Heirs ſhall preſent the ſaid *E. F.* to the ſaid

Conſideration.

Grant.

Habendum.

Upon Truſt, that as ſoon as the Church ſhall become vacant, *C. D.* ſhall preſent *E. F.* &c.

ſaid Church; but if the ſaid *E. F.* ſhall happen to die before the ſaid Church ſhall become vacant, and he be capable of being preſented thereto, or if he ſhall refuſe to accept thereof when the ſame ſhall be ſo vacant, that then and in ſuch Caſe the ſaid *C. D.* and his Heirs ſhall preſent, for one Turn only, ſuch Perſon as the ſaid *C. D.* ſhall nominate to the ſaid Church at ſuch one Vacancy; and if the ſaid *E. F.* ſhall die in Poſſeſſion of the ſaid Church, or reſign the ſame, or ſuch other Nominee ſhall die in Poſſeſſion thereof, or reſign the ſame, after the Deceaſe or Refuſal of the ſaid *E. F.* that then the ſaid *C. D.* and his Heirs, ſhall preſent ſuch Perſon to the ſaid Church, as the ſaid *A. B.* his Heirs or Aſſigns ſhall nominate thereto, and no other Perſon whatſoever. *And* the ſaid *C. D.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *A. B.* his Heirs and Aſſigns, that neither he the ſaid *C. D.* or his Heirs, ſhall or will ſuffer the Preſentation to the ſaid Church to lapſe for want of a Preſentation in due Time; and effectually to prevent any Lapſe, it is hereby provided, and further agreed by and between the ſaid *A. B.* and *C. D.* that if the ſaid *C. D.* ſhall omit to nominate as aforeſaid, within five Months after the ſaid Church ſhall become vacant, and the ſaid *C. D.* or his Heirs ſhall not preſent ſuch Nominee as aforeſaid, within five Months after the ſaid Church ſhall become void, that then at the Expiration of the ſaid five Months the ſaid *A. B.* or his Heirs ſhall and may nominate a fit perſon to the ſaid Church, and the ſaid *C. D.* and his Heirs, ſhall preſent ſuch laſt mentioned Nominee; and that ſuch laſt mentioned Nominee ſhall have and enjoy the ſaid Church without any Interruption of the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, or any Perſon to be by them afterwards preſented thereto. *And laſtly*, the ſaid *C. D.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe and agree to and with the ſaid *A. B.* and his Heirs, that when and ſo ſoon as the ſeveral Truſts herein before mentioned are duly executed and performed, according to the true Intent and Meaning of the Parties hereto, then he the ſaid *C. D.* his Heirs or Aſſigns, ſhall and will at the proper Coſts and Charges of the ſaid *A. B.* his Heirs or Aſſigns, re-convey and aſſure unto him the ſaid *A. B.* and his Heirs, or to ſuch other Perſon or Perſons, his or their Heirs, as the ſaid *A. B.* his Heirs or Aſſigns, ſhall direct or appoint, in ſuch Manner as the Counſel of the ſaid *A. B.* his

*C. D.* covenants that neither he or his Heirs will ſuffer the Preſentation to the Church to lapſe, for want of a Preſentation in due Time.

If *C. D.* ſhall omit to nominate, &c. within five Months after the Church becomes vacant, and *C. D.* ſhall not preſent within five Months, &c. then at the Expiration of the five Months, *A. B.* ſhall nominate a fit Perſon to the ſaid Church, and *C. D.* ſhall preſent, &c.

*C. D.* covenants that ſo ſoon as the Truſts are performed, he will re-convey to *A. B.* &c. the Advowſon, &c.

Heirs or Aſſigns, ſhall adviſe and require, the ſaid Advowſon, Preſentation and Right of Patronage in and to the Church of *R.* aforeſaid, free and clear of and from all and all Manner of Incumbrances whatſoever by him the ſaid *C. D.* his Heirs or Aſſigns, to be committed or done; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

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## *A Bargain and Sale to make a Tenant of the Freehold, in Order to ſuffer a Recovery, to be inrolled.*

THIS *Indenture tripartite*, made, *&c.* between *A. B.* of, *&c.* of the firſt Part, *J. O.* of, *&c.* of the ſecond Part, and *J. M.* of, *&c.* of the third Part, *witneſſeth*, that the ſaid *A. B.* for and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain* to him in Hand paid by the ſaid *J. M.* at and before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and valuable Conſiderations him hereunto moving, he the ſaid *A. B. Hath* granted, bargained and ſold, and by theſe Preſents *Doth* grant, bargain and ſell unto the ſaid *J. M. All*, &c. and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid *A. B.* of, in, unto or out of the ſaid Lands, Tenements, Hereditaments and Premiſſes, or any Part or Parts of them, or any them; *To have and to hold* the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes herein before mentioned or intended to be hereby granted, bargained and ſold, with their and every of their Appurtenances, unto the ſaid *J. M.* and his Heirs, to the Uſe and Behoof of him the ſaid *J. M.* and his Heirs, *To the Intent and Purpoſe*, to make him a good and perfect Tenant of the Freehold of all and ſingular the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, *To the End* that one or more good and perfect Recoveries in the Nature of Common Recoveries, for Aſſurance of Lands, may in due Form of Law be had, ſuffered, levied and perfected, of all and ſingular the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances; *And* for that End and Purpoſe it is agreed by all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *J. O.* at the Coſts and Charges of the ſaid *A. B.* to ſue out of his Majeſty's Court of Chancery at *Weſtminſter* one or more Writs of Entry *ſur Diſſeiſin in le Poſt*, returnable before the Juſtices of his Majeſty's Court of Common Pleas at *Weſtminſter*, as of —— Term next enſuing the Date of theſe Preſents; *Whereby* the ſaid *J. O.* ſhall demand againſt the ſaid *J. M.* the ſaid ſeveral Meſſuages, Farms, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes, with their and every of their Appurtenances, by ſuch apt and convenient Names, Numbers, Quantities, Qualities of Meſſuages and Acres, as ſhall be thought fit and requiſite, and unto which ſaid Writ or Writs the ſaid *J. M.* ſhall appear *gratis*, in his proper Perſon, or by his Attorney for that Purpoſe lawfully conſtituted, and ſhall vouch to Warranty the ſaid *A. B.* who ſhall appear *gratis*, and enter into the ſaid Warranty, and vouch over to Warranty the common Vouchee; and all ſuch further and other Proceedings ſhall be had therein, as are uſual and requiſite for the ſuffering and perfecting of common Recoveries for Aſſurance of Lands. *And* it is hereby declared by all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and every of them and of theſe Preſents is, that the ſaid Common Recovery, and every other Common Recovery to be had of the ſame Premiſſes or of any Part thereof, in Manner aforeſaid, or in any other Manner, and the Execution thereof, ſhall be and enure, and the ſaid *J. O.* and all and every other Recoveror and Recoverors in ſuch Common Recovery, and his and their Heirs ſhall ſtand and be ſeiſed thereof, to and for the Uſe and Behoof of him the ſaid *A. B.* his Heirs and Aſſigns, for ever, and to and for none other Uſe, Truſt, Intent or Purpoſe whatſoever. *In Witneſs*, &c. **P.**

## *A Bargain and Sale of a Bankrupt's Eſtate from the Commiſſioners to the Aſſignees, in Truſt for the Bankrupt's Creditors, to be inrolled.*

Recital of the Commiſſion, &c.

THIS *Indenture* made, *&c.* between *A. B.* Eſq; *C. D.* Eſq; and *D. D.* Gent. of the one Part, *E. F.* of, *&c.* and *G. H.* of, *&c.* of the other Part. *Whereas* the King's Majeſty's Commiſſion under the Great Seal of *Great Britain*, grounded upon the ſeveral Statutes made concerning Bankrupts, bearing Date at *Weſtminſter* the —— Day of —— in the —— Year of his preſent Majeſty's Reign, hath been awarded againſt *J. K.* of, *&c.* Chapman, directed unto the ſaid *A. B. C. D.* and *D. D.* and alſo unto *C. W.* and *E. H.* Gent. thereby giving full Power and Authority unto them the ſaid Commiſſioners, four or three of them, to execute the ſame, as by the ſaid Commiſſion, Relation being thereunto had, may more fully and at large appear: *And whereas* the ſaid *A. B. C. D.* and *D. D.* having begun to put the ſaid Commiſſion in Execution, upon due Examination of Witneſſes and other good Proof upon Oath before them had and taken, have found that the ſaid *J. K.* for ſeveral Years laſt paſt before the Date and Suing forth of the ſaid Commiſſion, *Did* at his Shop in —— aforeſaid uſe and exerciſe the Trade of a Woollen-Draper by buying and ſelling of Goods and Merchandize in that Trade, and did thereby endeavour to get his Living; and ſo endeavouring to get his Living as aforeſaid, the ſaid *J. K.* became indebted unto *W. F.* of, *&c.* in the Sum of —— and upwards; and being ſo indebted, he the ſaid *J. K.* before the Date and Suing forth of the ſaid Commiſſion, did abſcond and abſent himſelf from his ſaid Shop and Trade for Fear of being arreſted by his Creditors, whereby or otherwiſe the ſaid *J. K.* in the Judgment of the Commiſſioners, Parties to theſe Preſents, became a Bankrupt to all Intents and Purpoſes before the Date and Suing forth of the ſaid Commiſſion, within the Compaſs, true Intent and Meaning of the ſeveral Statutes made againſt Bankrupts, or ſome or one of them, and was by them declared a Bankrupt accordingly: *And whereas* the major Part of the ſaid Commiſſioners in and by the ſaid Commiſſion named and authorized, in further Execution of the ſaid Commiſſion and Statutes therein mentioned, upon Examination of Witneſſes and other good Proof upon Oath beſore them had and taken, have alſo found, or otherwiſe it appeared unto them, that the ſaid *J. K.* at the Time of his becoming a Bankrupt as aforeſaid, was ſeiſed of or intitled unto *All* that Meſſuage or Tenement, with the Stable, Garden and Out-houſes, Yard and Ground to the ſame belonging, or therewithal uſed and injoyed, late in the Tenure or Occupation of *L. A.* ſituate in —— aforeſaid: *And whereas* at a Meeting of the major Part of the ſaid Commiſſioners in and by the ſaid Commiſſion named and authorized at *Guildhall, London*, on the —— Day of —— laſt paſt, purſuant to Notice for that Purpoſe given in the *London Gazette*, the major Part of the Creditors of the ſaid *J. K.* who had proved their Debts, and whoſe Debts did ſeverally amount to 10 *l.* and upwards, did duly elect and chuſe the ſaid *E. F.* and *G. H.* to be Aſſignees of the Eſtate and Effects of the ſaid *J. K.* and did requeſt the ſaid Commiſſioners to make an Aſſignment thereof to them the ſaid *E. F.* and *G. H.* *Now this Indenture witneſſeth*, that the ſaid Commiſſioners, Parties to theſe Preſents, in further Execution of the ſaid Commiſſion, and of the Statutes therein mentioned, and for and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain* to them in Hand paid by the ſaid *E. F.* and *G. H.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and alſo in Conſideration of the Performance of the Covenants herein after mentioned, on the Part and Behalf of the ſaid *E. F.* and *G. H.* their Heirs and Aſſigns, to be done, kept and performed, *Have* ordered, bargained and ſold, and by theſe Preſents *Do* (as much as in them the ſaid Commiſſioners, Parties to theſe Preſents, lies, and they lawfully may) order, bargain and ſell unto the ſaid *E. F.* and *G. H.* their Heirs and Aſſigns, *All* that one Meſſuage or Tenement, with the Stable, Garden, Out-houſes, Yard and Ground to the ſame belonging, or therewith uſed and enjoyed, late in the ſeveral Tenures or Occupations of —— and formerly purchaſed ſeverally and by Parts of, *&c.* ſituate, lying and being, *&c.* and alſo all Houſes, Out-houſes, Edifices, Buildings, Ways, Entries, Commons, Profits, Advantages, Emoluments and Appurtenances whatſoever to the ſaid Premiſſes belonging, or in any wiſe appertaining, and all their Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever, of, in, to and out of the ſame, and every Part and Parcel thereof, and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular

Conſideration.

Premiſſes.

gular the ſaid Premiſſes, with the Appurtenances, and all Deeds, Writings and Evidences touching and concerning the ſame; *To have and to hold* the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes herein before mentioned or intended to be hereby ordered, bargained and ſold, with their and every of their Appurtenances, unto them the ſaid *E. F.* and *G. H.* their Heirs and Aſſigns, in as full, large, ample and beneficial Manner and Form, to all Intents and Purpoſes, as he the ſaid *J. K.* or any other Perſon or Perſons whatſoever, to his Uſe, or in Truſt for him, might, could, ſhould, or of Right ought to have held the ſame; *in Truſt* nevertheleſs, and for the only Uſe and Behoof of the ſaid *E. F.* and *G. H.* and ſuch other of the Creditors of the ſaid *J. K.* as have already ſought, or ſhall hereafter in due Time come in and ſeek Relief by Virtue of the ſaid Commiſſion, according to the Limitations and Directions of the ſeveral Statutes in the ſaid Commiſſion mentioned, and to or for no other Uſe, Intent or Purpoſe whatſoever, ſubject nevertheleſs to ſuch Eſtates, Charges and Incumbrances as the ſame are ſubject and liable unto. *And* the ſaid *E. F.* and *G. H.* for themſelves ſeverally, and for their ſeveral Heirs and Aſſigns, and not the one for the other, or for the Act or Deed of the other, do covenant, promiſe and agree to and with the ſaid Commiſſioners, Parties to theſe Preſents, their Executors and Adminiſtrators, and to and with every of them by theſe Preſents, that they the ſaid *E. F.* and *G. H.* or one of them, their or one of their Heirs and Aſſigns, ſhall and will with all convenient Speed uſe their beſt Means and Endeavours, by Suit in Law or otherwiſe, to recover and get Poſſeſſion of the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, with the Appurtenances, and ſhall and will, after Recovery and Poſſeſſion had and obtained of the ſame, or any Part thereof, and of all their Intereſt therein, with the like convenient Speed, make Sale thereof, and for the moſt and beſt Value they may or can get for the ſame; and ſhall and will likewiſe from Time to Time, and at all Times hereafter, upon reaſonable Requeſt and Notice, give and deliver unto the ſaid Commiſſioners, or the major Part of them, or the Commiſſioners by any renewed Commiſſion againſt the ſaid *J. K.* to be authorized, at ſuch Time and Place, and Times and Places, as they or the major Part of them ſhall appoint, a true, juſt, plain and perfect Account in Writing under their Hands, what and how much Money or other Satisfaction

Habendum.

In Truſt.

Aſſignees covenant to get Poſſeſſion of the Premiſſes, and to make Sale thereof, &c.

Satisfaction they the ſaid *E. F.* and *G. H.* their Heirs or Aſſigns, or any of them, ſhall have recovered, obtained or received by Virtue of theſe Preſents, or otherwiſe, out of the Eſtate of the ſaid *J. K.* and ſuch Monies or other Satisfaction, as upon ſuch Account ſhall appear to be ſo had, raiſed and received as aforeſaid, they the ſaid *E. F.* and *G. H.* their Heirs or Aſſigns, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid Commiſſioners, Parties to theſe Preſents, or the major Part of the Commiſſioners in and by the ſaid Commiſſion named and authorized, or by any renewed Commiſſion to be authorized, to the Intent that the ſame may be by them, or the major Part of them, ordered, diſpoſed, diſtributed, divided and ſet over unto the ſaid *E. F.* and *G. H.* and ſuch other Creditors of the ſaid *J. K.* as have already ſought, or ſhall hereafter in due Time come in and ſeek Relief by Virtue of the ſaid Commiſſion, according to the Limitations and Directions of the ſeveral Statutes in the ſaid Commiſſion mentioned. *And laſtly*, the ſaid *E. F.* and *G. H.* for themſelves, their Heirs and Aſſigns, do further covenant, promiſe and agree to and with the ſaid Commiſſioners, Parties to theſe Preſents, and every of them, their and every of their Heirs and Aſſigns by theſe Preſents, that they the ſaid *E. F.* and *G. H.* their Heirs or Aſſigns, or ſome or one of them, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently ſave harmleſs and keep indemnified all the ſaid Commiſſioners in and by the ſaid Commiſſion named and authorized, and every of them, their and every of their Heirs and Aſſigns, and their and every of their Bodies, Lands and Tenements, Goods and Chattels, and their and every of their Officers, Agents and Servants, who have been by them or any of them imployed in or about the Execution of the ſaid recited Commiſſion, againſt all and all Manner of Action and Actions, Suits, Arreſts, Troubles, Coſts, Damages and Expences whatſoever, which they or any of them ſhall or may ſuffer, ſuſtain or be put unto, for or by Reaſon of this preſent Deed, or any Act or Acts, Thing or Things whatſoever by them lawfully done or committed by Virtue of the ſaid recited Commiſſion, or their or any of their lawfully Intermeddling in any of the Eſtates of the ſaid *J. K.* *In Witneſs*, &c.

To indemnify the Commiſſioners and their Officers.

## *A Bargain and Sale of Goods,* &c. *conditional.*

THIS *Indenture* made, *&c.* between G. R. of, *&c.* Son and Heir, and alſo Executor of the laſt Will and Teſtament of *G. R.* late, *&c.* deceaſed, and *G. R.* Son and Heir apparent of the ſaid *G. R.* the Executor, of the one Part, and *M. W.* of, *&c.* the only ſurviving Daughter and Executrix of the laſt Will and Teſtament of Sir *E. W.* late of, *&c.* deceaſed, of the other Part. *Whereas* the ſaid *M. W.* obtained two Judgments in his Majeſty's Court of Exchequer againſt the ſaid *G. R.* the Father, the one in the —— Year of the Reign of, *&c.* in Debt on a Bond for 2000 *l.* beſides Coſts of Suit, and the other in the —— Year, *&c.* on a *Scire facias* brought upon the ſaid Judgment, as by the Records of the ſaid ſeveral Judgments remaining in the ſaid Court of Exchequer at large appear: *And whereas* the Goods and Books of the ſaid *G. R.* the Father herein after mentioned and ſet forth in the Schedule hereunto annexed, by Virtue of a *Fieri facias* were taken in Execution at the Suit of the ſaid *M. W.* and were in the Cuſtody of the Sheriffs of *L.* and *M.* to be ſold for the Satisfaction of the ſaid Debt: *And whereas* in order to give the ſaid *G. R.* the Father Time for Sale of the ſaid Goods and Books, ſo that he might diſpoſe thereof to a better Advantage than if the ſame had been ſold by the ſaid Sheriffs, the ſaid *M. W.* did conſent that the ſaid Goods and Books ſhould be taken out of the Cuſtody of the ſaid Sheriffs, and put again into the Poſſeſſion of the ſaid *G. R.* the Father, he making a Bill of Sale thereof to the ſaid *M. W.* for her Security, and which was accordingly done by an Aſſignment bearing Date, *&c.* and the ſame have accordingly continued in his Poſſeſſion: *And whereas* upon an Account this Day ſtated between the ſaid *M. W.* and *G. R.* the Father, there appears to be due, for Principal, Intereſt and Coſts, the Sum of 453 *l.* 9 *s.* 2 *d.* and the ſaid *G. R.* the Father hath this Day given a Bond and Warrant of Attorney for confeſſing a Judgment for 900 *l.* for ſecuring the Payment of the ſaid 453 *l.* 9 *s.* 2 *d.* *Now this Indenture witneſſeth,* that for ſecuring unto the ſaid *M. W.* the Payment of the ſaid Sum of 453 *l.* 9 *s.* 2 *d.* together with lawful Intereſt in Manner herein after mentioned, and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to the ſaid *G. R.* the Father, by

Satisfaction they the ſaid *E. F.* and *G. H.* their Heirs or Aſſigns, or any of them, ſhall have recovered, obtained or received by Virtue of theſe Preſents, or otherwiſe, out of the Eſtate of the ſaid *J. K.* and ſuch Monies or other Satisfaction, as upon ſuch Account ſhall appear to be ſo had, raiſed and received as aforeſaid, they the ſaid *E. F.* and *G. H.* their Heirs or Aſſigns, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid Commiſſioners, Parties to theſe Preſents, or the major Part of the Commiſſioners in and by the ſaid Commiſſion named and authorized, or by any renewed Commiſſion to be authorized, to the Intent that the ſame may be by them, or the major Part of them, ordered, diſpoſed, diſtributed, divided and ſet over unto the ſaid *E. F.* and *G. H.* and ſuch other Creditors of the ſaid *J. K.* as have already ſought, or ſhall hereafter in due Time come in and ſeek Relief by Virtue of the ſaid Commiſſion, according to the Limitations and Directions of the ſeveral Statutes in the ſaid Commiſſion mentioned. *And laſtly*, the ſaid *E. F.* and *G. H.* for themſelves, their Heirs and Aſſigns, do further covenant, promiſe and agree to and with the ſaid Commiſſioners, Parties to theſe Preſents, and every of them, their and every of their Heirs and Aſſigns by theſe Preſents, that they the ſaid *E. F.* and *G. H.* their Heirs or Aſſigns, or ſome or one of them, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently ſave harmleſs and keep indemnified all the ſaid Commiſſioners in and by the ſaid Commiſſion named and authorized, and every of them, their and every of their Heirs and Aſſigns, and their and every of their Bodies, Lands and Tenements, Goods and Chattels, and their and every of their Officers, Agents and Servants, who have been by them or any of them imployed in or about the Execution of the ſaid recited Commiſſion, againſt all and all Manner of Action and Actions, Suits, Arreſts, Troubles, Coſts, Damages and Expences whatſoever, which they or any of them ſhall or may ſuffer, ſuſtain or be put unto, for or by Reaſon of this preſent Deed, or any Act or Acts, Thing or Things whatſoever by them lawfully done or committed by Virtue of the ſaid recited Commiſſion, or their or any of their lawfully Intermeddling in any of the Eſtates of the ſaid *J. K.* *In Witneſs*, &c.

To indemnify the Commiſſioners and their Officers.

4 *A Bargain*

## *A Bargain and Sale of Goods,* &c. *conditional.*

THIS *Indenture* made, *&c.* between *G. R.* of, *&c.* Son and Heir, and alſo Executor of the laſt Will and Teſtament of *G. R.* late, *&c.* deceaſed, and *G. R.* Son and Heir apparent of the ſaid *G. R.* the Executor, of the one Part, and *M. W.* of, *&c.* the only ſurviving Daughter and Executrix of the laſt Will and Teſtament of Sir *E. W.* late of, *&c.* deceaſed, of the other Part. *Whereas* the ſaid *M. W.* obtained two Judgments in his Majeſty's Court of Exchequer againſt the ſaid *G. R.* the Father, the one in the —— Year of the Reign of, *&c.* in Debt on a Bond for 2000 *l.* beſides Coſts of Suit, and the other in the —— Year, *&c.* on a *Scire facias* brought upon the ſaid Judgment, as by the Records of the ſaid ſeveral Judgments remaining in the ſaid Court of Exchequer at large appear: *And whereas* the Goods and Books of the ſaid *G. R.* the Father herein after mentioned and ſet forth in the Schedule hereunto annexed, by Virtue of a *Fieri facias* were taken in Execution at the Suit of the ſaid *M. W.* and were in the Cuſtody of the Sheriffs of *L.* and *M.* to be ſold for the Satisfaction of the ſaid Debt: *And whereas* in order to give the ſaid *G. R.* the Father Time for Sale of the ſaid Goods and Books, ſo that he might diſpoſe thereof to a better Advantage than if the ſame had been ſold by the ſaid Sheriffs, the ſaid *M. W.* did conſent that the ſaid Goods and Books ſhould be taken out of the Cuſtody of the ſaid Sheriffs, and put again into the Poſſeſſion of the ſaid *G. R.* the Father, he making a Bill of Sale thereof to the ſaid *M. W.* for her Security, and which was accordingly done by an Aſſignment bearing Date, *&c.* and the ſame have accordingly continued in his Poſſeſſion: *And whereas* upon an Account this Day ſtated between the ſaid *M. W.* and *G. R.* the Father, there appears to be due, for Principal, Intereſt and Coſts, the Sum of 453 *l.* 9 *s.* 2 *d.* and the ſaid *G. R.* the Father hath this Day given a Bond and Warrant of Attorney for confeſſing a Judgment for 900 *l.* for ſecuring the Payment of the ſaid 453 *l.* 9 *s.* 2 *d.* *Now this Indenture witneſſeth,* that for ſecuring unto the ſaid *M. W.* the Payment of the ſaid Sum of 453 *l.* 9 *s.* 2 *d.* together with lawful Intereſt in Manner herein after mentioned, and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to the ſaid *G. R.* the Father, by the ſaid *M.W.* in Hand well and truly paid at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for other good Cauſes and Conſiderations, he the ſaid *G.R.* the Father *Hath* granted, bargained and ſold, and by theſe Preſents *Doth* grant, bargain and ſell unto the ſaid *M.W.* all and ſingular the Goods, Chattels and Furniture mentioned in the Schedule hereunto annexed, and all and every the Books therein alſo mentioned, and more particularly ſet forth and deſcribed in the Catalogue thereby referred to; *To have and to hold and enjoy* the ſame unto the ſaid *M.W.* her Executors, Adminiſtrators and Aſſigns, to and for her and their only proper Uſe, Benefit and Advantage. *And* the ſaid *G. R.* the Father and *G. R.* the Son, for themſelves, their Heirs, Executors and Adminiſtrators, do and each of them doth jointly and ſeparately covenant, promiſe and agree to and with the ſaid *M.W.* her Executors and Adminiſtrators, and every of them by theſe Preſents, that all and ſingular the ſaid Goods, Chattels, Furniture, Books and Premiſſes hereby bargained and ſold, or mentioned or intended to be hereby bargained and ſold, and every Part and Parcel thereof, ſhall remain, continue and be in the now Dwelling-houſe of the ſaid *G. R.* the Father in —— where the ſame are at preſent, in the ſame Plight they now are in, and ſhall not be removed from thence without the Conſent of the ſaid *M.W.* in Writing firſt had and obtained for that Purpoſe, for or on any Account whatſoever; *And* if Default ſhall happen to be made in Payment of the ſaid Sum of 453 *l.* 9 *s.* 2 *d.* and Intereſt, contrary to the true Intent and Meaning of the Proviſo and Covenant herein after mentioned, that then the ſame Goods, Chattels, Furniture, Books and Premiſſes ſhall be immediately put into the Poſſeſſion of the ſaid *M.W.* or of ſuch Perſon or Perſons as ſhe ſhall appoint, (any Execution, Diſtreſs for Rent, Fire or other Accident whatſoever notwithſtanding); ſo that the ſame Goods and Chattels, Furniture, Books and Premiſſes may be ſold by the ſaid *M.W.* or her Agents, and the Money ariſing by ſuch Sale thereof, or if burnt, the Sum of 453 *l.* 9 *s.* 2 *d.* in Lieu thereof with Intereſt for the ſame, applied and paid to her the ſaid *M.W.* in Diſcharge of the ſaid principal Sum of 453 *l.* 9 *s.* 2 *d.* and Intereſt. *And* for the due and regular Performance of the ſaid Covenant and Agreement in every Article, and according to the true Intent and Meaning thereof, they the ſaid *G. R.* the Father and *G. R.* the Son, do and each of them doth bind themſelves and himſelf, their and his Heirs, Executors and Adminiſtrators, and each and every of them, unto the ſaid *M.W.* her Executors, Adminiſtrators and Aſſigns, in the penal Sum of 900 *l.* *Provided* always, and theſe Preſents are upon this Condition nevertheleſs, that if the ſaid *G. R.* the Father, his Heirs, Executors and Adminiſtrators, or any of them, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *M. W.* her Executors, Adminiſtrators or Aſſigns, at or in, *&c.* the full and juſt Sum of 453 *l.* 9 *s.* 2 *d.* together with lawful Intereſt for the ſame, at or upon, *&c.* and that without making any Deduction, Defalcation or Abatement thereout or therefrom, for or by Reaſon of any Parliamentary or other Taxes, then theſe Preſents, and every Grant, Covenant, Clauſe and Thing herein before contained, ſhall determine and be utterly void to all Intents and Purpoſes whatſoever; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *G. R.* the Father, for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *M. W.* her Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, that he the ſaid *G. R.* the Father, his Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *M.W.* her Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 453 *l.* 9 *s.* 2 *d.* with lawful Intereſt, at the Place, on the Day and in the Manner above limited and appointed for Payment thereof, and that without making any Deduction thereout for or on any Account whatſoever: *Provided* always, and the true Intent and Meaning of theſe Preſents, and the Parties hereto, is, that nothing herein contained ſhall extend or be conſtrued to extend to impeach or invalidate the ſaid Bond and Warrant of Attorney, or either of them, but that on Default of Payment of the ſaid Sum of 453 *l.* 9 *s.* 2 *d.* with lawful Intereſt for the ſame, contrary to the true Intent and Meaning of the aforeſaid Proviſo and Covenant for Payment thereof, any Writ or Writs of Execution, or other Proceſs, ſhall and may be taken and ſued out upon the ſaid recited Judgment intended to be entered by Virtue of the ſaid Warrant of Attorney, in the ſame Manner as if theſe Preſents had never been made; any Thing herein before or elſewhere contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

*Here inſert the Schedule.*

## *A Bargain and Sale of Freehold Eſtates; an Aſſignment of Leaſehold Eſtates, in Truſt to be ſold or mortgaged; an Aſſignment of Articles of Agreement for Sale of Timber; and a Covenant to ſurrender a Copyhold Eſtate, and the Money ariſing by Sale or Mortgage of the Eſtates, and alſo by Sale of the Timber, is to be applied in Payment of the Bargainor's Debts, with divers Covenants and Proviſoes, and a Letter of Licence; to be inrolled.*

Recital that the Bargainor is indebted to ſeveral Perſons.

Recital of a Bond given by the Bargainor to *B. J.* Wife of *R. J.* before her Marriage.

That *R. J.* hath drawn ſeveral Notes on the Bargainor.

That the Bargainor is deſirous that the Notes, &c. ſhould be paid.

THIS *Indenture tripartite*, made, &c. between *A. B.* of, &c. of the firſt Part, *C. D.* of, &c. and *E. F.* of, &c. (Truſtees choſen as well by the ſaid *A. B.* as by the ſeveral Perſons herein after mentioned to be Parties hereto) of the ſecond Part, and *G. H.* of, &c .*J. K.* of, &c. *L. M.* of, &c. *O. P.* of, &c. *Q. R.* of, &c. *R. J.* of, &c. *S. T.* of, &c. and *U. W.* of, &c. of the third Part. *Whereas* the ſaid *A. B.* is indebted to the ſeveral Perſons in the Schedules hereunto annexed named, in the ſeveral Sums at their reſpective Names appearing: *And whereas* the ſaid *A. B.* by his Bond or Obligation bearing Date, &c. is held and firmly bound unto *B. J.* Wife of the ſaid *R. J.* his Siſter, then *B. B.* Spinſter, in the penal Sum of 8000 *l.* there-under conditioned for the Payment of 4000 *l.* with Intereſt at 5 *l. per Cent. per Annum*, unto the ſaid *B. B.* at or upon, &c. then next enſuing, as by the ſaid Bond or Obligation may appear: *And whereas* the ſaid *B.* hath intermarried with the ſaid *R. J.* *And whereas* on the —— Day of, &c. there was due on the ſaid recited Bond, for Principal and Intereſt, 4793 *l.* 7 *s.* 9 *d.* and no more, as the ſame hath been ſettled and adjuſted between the ſaid *R. J.* and *A. B.* by an Account ſigned under their Hands: *And whereas* the ſaid *R. J.* hath, ſince the ſaid Intermarriage, drawn ſeveral Notes or inland Bills of Exchange on the ſaid *A. B.* for Part of the Money due on the ſaid recited Bond, who hath accepted the ſame, a particular Liſt whereof is contained in a Schedule hereunto annexed, and are by the ſaid *R. J.* and *B.* his Wife, hereby declared and agreed to be Part of the Money due and ſecured on the ſaid recited Bond: *And whereas* the ſaid *A. B.* is willing and deſirous that the ſaid Notes, as well as the Remainder of the Money due on the ſaid recited Bond, together with the Intereſt due and to grow due thereon reſpectively, ſhould be paid and ſatisfied in ſuch Manner and with ſuch Precedency as is herein after mentioned, according to an Agreement made and entred into by the ſaid *A. B.* and his ſaid Creditors for that Purpoſe: *Now this Indenture witneſſeth,* that to the Intent and Purpoſe that the Manors, Meſſuages, Lands, Tenements and Hereditaments herein after firſt mentioned, may be by the ſaid *C. D.* and *E. F.* their Heirs, Executors, Adminiſtrators and Aſſigns, ſold, mortgaged or otherwiſe diſpoſed of, to and for the Purpoſes herein after mentioned, and in Conſideration of the Sum of 5 *s.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* and *E. F.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledge, he the ſaid *A. B. Hath* bargained and ſold, and by theſe Preſents, by and with the Privity, Conſent and Direction of the ſaid *G. H. J. K. L. M. O. P. Q. R. R. J. S. T.* and *U. W. Doth,* for him and his Heirs, freely, clearly and abſolutely bargain and ſell unto the ſaid *C. D.* and *E. F.* and to their Heirs and Aſſigns, *All* that the Manor of, *&c. To have and to hold* all and every the ſaid Manors or Lordſhips, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes mentioned or intended to be hereby bargained and ſold, with their and every of their Appurtenances, and every Part and Parcel thereof as are Freehold, and not Copyhold or Leaſehold, if any there be, unto the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns, to the Uſe of them the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns for ever; *To* and upon the ſeveral *Truſts,* and *ſubject* to ſuch Proviſoes, Declarations and Agreements as are herein after mentioned, expreſſed and declared concerning the ſame Premiſſes reſpectively; *Yet* as for and concerning all and every the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, as are comprized in a Mortgage made of the ſame Premiſſes by the ſaid *A. B.* to *S. R.* of, *&c.* for ſecuring to him the ſaid *S. R.* the principal Sum of 2000 *l.* and Intereſt, and ſubject to the ſame Mortgage of 2000 *l.* and Intereſt now due, and hereafter to grow due for the ſame. *And whereas* by Indenture of Leaſe, bearing Date, *&c.* (*Here was recited a Leaſe for* 300 *Years.*) *And whereas* the ſaid Barton Houſes, Lands and Premiſſes by the ſaid recited Indenture of Leaſe ſo leaſed as aforeſaid, are ſince by meſne Aſſignments or otherwiſe, lawfully become veſted in the ſaid

To the Intent that the Manors and Premiſſes may be by Truſtees ſold, &c. and in Conſideration of 5 s. the Bargainor conveys ſeveral Manors, &c.

Habendum.

A Leaſe for 300 Years.

The Leaſehold Premiſſes are veſted in the Bargainor.

*A. B.* for all the Reſidue of the ſaid Term of 300 Years thereby granted, which are therein yet to come and unexpired, ſubject to the Payment of the ſaid yearly Rent of 10 *l.* thereby reſerved, to grow due and payable for the ſame Premiſſes.

A Leaſe for ninety-nine Years, determinable on three Lives.

*And whereas* by Indenture of Leaſe, bearing date, *&c.* (*Here was recited a Leaſe for ninety-nine Years, determinable on three Lives*).

The Premiſſes by the laſt Leaſe granted, are veſted in the Bargainor.

*And whereas* the ſaid Lands and Premiſſes by the ſaid laſt recited Indenture of Leaſe granted, are ſince by meſne Aſſignments or otherwiſe become legally veſted in the ſaid *A. B.* for all the Reſidue and Remainder of the ſaid Term of ninety-nine Years thereby demiſed, which are therein yet to come and unexpired, if the ſaid *A. B. T. B.* and *B. B.* or any or either of them ſhall ſo long live, ſubject to the Payment of the ſaid yearly Rent of 7 *s.* 8 *d.* and other the Payments and Services by the ſaid recited Indenture of Leaſe reſerved to be paid, done and performed for the ſaid Premiſſes thereby demiſed:

For the Conſideration aforeſaid, and to the Intent that the Leaſehold Premiſſes may be ſold, &c. and in Conſideration of 5 s. the Bargainor aſſigns the Leaſehold Premiſſes.

*Now this Indenture witneſſeth*, that for the Conſideration aforeſaid, and to the Intent and Purpoſe that the Meſſuages, Barton Lands and Premiſſes by the ſaid recited Indentures of Leaſe reſpectively granted and demiſed in Manner as before recited, may alſo be by the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, ſold, mortgaged or otherwiſe diſpoſed of, to and for the Purpoſes alſo herein after mentioned, and in Conſideration of the Sum of 5 *s.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* and *E. F.* at and before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *A. B. Hath* granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth* grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, *All* the ſaid Barton Houſes, Lands, Hereditaments and all and ſingular other the Premiſſes in and by the ſaid two ſeveral recited Indentures of Leaſe reſpectively granted and demiſed in Manner as before recited and mentioned, and every of them, and every Part and Parcel of them, with their and every of their Appurtenances; and alſo *All* the Eſtate, Right, Title, Intereſt, Term and Terms of Years, Property, Truſt, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *A. B.* of, in and to the ſame Premiſſes, and every Part and Parcel thereof;

Habendum.

*To have and to hold* the ſaid Barton Houſes, Lands and Premiſſes by the ſaid herein before firſt recited Indenture of Leaſe demiſed, with their Appurtenances, unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 300 Years thereby granted and demiſed, which are therein yet to come and unexpired, in as full, large and ample Manner, to all Intents and Purpoſes whatſoever, as the ſaid *A. B.* might, could or ought to have held or enjoyed the ſame, in any Manner howſoever, ſubject only to the Payment of the ſaid yearly Rent of 10 *l.* by the ſaid recited Indenture of Leaſe reſerved, to grow due and payable for the ſame Premiſſes, and to the Covenants which in and by the ſame recited Indenture of Leaſe are on the Leſſee's and Aſſignee's Parts and Behalfs from henceforth to be performed, upon the Truſts, and to and for the Uſes, Intents and Purpoſes herein after mentioned, expreſſed and declared concerning the ſame; And alſo *To have and to hold* the ſaid Lands, Hereditaments, and all and ſingular other the Premiſſes by the ſaid herein laſt before recited Indenture of Leaſe granted and demiſed, with their and every of their Appurtenances, unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt, Reſidue and Remainder of the ſaid Term of ninety-nine Years thereby granted and demiſed, which are therein yet to come and unexpired, determinable as aforeſaid, in as full, large and ample Manner, to all Intents and Purpoſes whatſoever, as the ſaid *A. B.* might, could or ought to have held or enjoyed the ſame, in any Manner howſoever, if the ſaid *A. B. T. B.* and *B. B.* or any or either of them ſhall ſo long live, ſubject only to the Payment of the ſaid yearly Rent of 7 *s.* 8 *d.* and other the Payments and Services, which in and by the ſaid laſt recited Indenture of Leaſe are on the Leſſee's and Aſſignee's Parts and Behalfs from henceforth to be paid, kept, done and performed; upon the *Truſts* nevertheleſs, and to and for the Uſes, Intents and Purpoſes herein after alſo mentioned, expreſſed and declared concerning the ſame. *And* it is hereby declared and agreed by and between the ſaid *A. B.* and all the ſaid Parties to theſe Preſents, the Creditors of the ſaid *A. B.* that the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes herein before mentioned to be granted, bargained, ſold, conveyed, transferred or aſſigned, are ſo reſpectively granted, bargained, ſold, conveyed, transferred and aſſigned unto the ſaid *C. D.* and *E. F.* their Heirs, Executors, Adminiſtrators and Aſſigns,

Habendum.

Declaration of the Truſts.

Aſſigns, as aforeſaid, according to the Nature of the reſpective Eſtates, *Upon the Truſts* following, (that is to ſay) As for and concerning the ſaid Manors, Meſſuages, Lands and Hereditaments comprized in the ſaid Mortgage to the ſaid *S. R. Upon Truſt* that they the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns, do and ſhall, as ſoon as conveniently may be, by Sale and Mortgage of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, all or any Part thereof, raiſe and levy ſo much Money as ſhall or may be ſufficient, in the firſt Place, to pay and diſcharge the ſaid principal Sum of 2000 *l.* and all Intereſt thereon due and to grow due to the ſaid *S. R.* and after Payment of the ſame, and every Part thereof, and the Coſts and Charges of theſe Preſents, and of the Truſts hereby created, *Then in Truſt* to pay and apply the Reſidue and Remainder of the ſaid Money ſo to be raiſed as aforeſaid, after ſuch Payment as aforeſaid, in Diſcharge and Payment of the Debts in the ſaid firſt Schedule mention'd, *pari paſſu*, in equal Proportions, as far as the ſame will extend and go; *And* as for and concerning all other the Lands, Tenements and Hereditaments herein before granted, bargained, ſold and aſſigned to the ſaid *C. D.* and *E. F.* and not comprized in the ſaid recited Mortgage to the ſaid *S. R. Upon Truſt* that the ſaid *C. D.* and *E. F.* their Heirs, Executors, Adminiſtrators and Aſſigns, do and ſhall, as ſoon as conveniently may be, by Sale or Mortgage of the ſaid laſt mentioned Premiſſes, all or any Part thereof, raiſe and levy ſo much Money as ſhall or may be ſufficient to pay and diſcharge their Coſts and Charges in the Execution of the ſaid Truſts, and the principal Money and Intereſt due and to grow due to the ſeveral Perſons in the ſaid firſt Schedule named, *pari paſſu*, in equal Proportions, and pay and apply ſuch Monies accordingly; and if any Surplus ſhall be, after Payment of the ſaid firſt Debts in the ſaid firſt Schedule mentioned and contained, and of the Intereſt thereof, as aforeſaid, *Then upon Truſt* to pay and diſcharge the Remainder of the ſaid Bond or Debt mentioned in the ſaid ſecond Schedule; and if any Surplus ſhall be, after Payment of the ſaid Debts in the ſaid ſecond Schedule, *In Truſt* to pay the ſame to the ſaid *A. B.* his Executors and Adminiſtrators.

Bargainor covenants to join in Sale or Mortgage of the Premiſſes.

*And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid *C. D.* and *E. F.* their Heirs, Executors, Adminiſtrators and Aſſigns, in Manner following, (that is to ſay) That he the ſaid *A. B.*

ſhall and will join in ſuch Sale or Sales, Mortgage or Mortgages, as they, their Heirs, Executors and Adminiſtrators, according to the Nature of the Eſtates ſhall agree, think fit and proper to be made by the ſaid Truſtees, their Heirs, Executors, Adminiſtrators and Aſſigns, to any Perſon or Perſons whatſoever, for raiſing the ſaid 2000 *l.* with Intereſt hereafter to grow due for the ſame; as alſo for the raiſing ſuch Sum and Sums of Money for the Payment of the Debts mentioned in the Schedules hereunto annexed, and the Coſts and Charges of the ſaid Truſt, in ſuch Manner as Counſel learned in the Law ſhall adviſe, to be paid in ſuch Proportions and Priority as is herein before directed, and according to the true Intent and Meaning of theſe Preſents; *And* that the ſaid *C. D.* and *E. F.* and the ſurvivor of them, his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall in the mean Time, and until ſuch Sale or Sales ſhall be made, or the ſaid principal Sum of 2000 *l.* and all Intereſt due and hereafter to grow due for the ſame, and the Debts mentioned in the Schedules hereunto annexed, with Intereſt due and hereafter to grow due for the ſame reſpectively, and all Coſts and Damages attending the ſaid Truſt, ſhall be ſo, or otherwiſe fully paid and ſatisfied, and diſcharged, have, hold, occupy, poſſeſs and enjoy the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes hereby before granted, bargained, ſold, releaſed, transferred or aſſigned, and the Rents and Profits thereof have, receive and take to and for the Uſes and Truſts above limited and declared concerning the ſame as aforeſaid, without the lawful Suit, Moleſtation or Hindrance of the ſaid *A. B.* or any other Perſon or Perſons whatſoever, *Except* the ſaid *S. R.* in Reſpect of the ſaid principal Sum of 2000 *l.* and the Intereſt thereof; *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all former and other Gifts, Grants, Bargains, Sales, Judgments, Statutes, Dowers, Recognizances, Executions, Extents, Debts to the King's Majeſty, and of and from all other Titles, Troubles, Charges and Incumbrances whatſoever. *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the Acquittance or Receipt of the ſaid Truſtees, or the Survivor of them, or the Heirs, Executors or Adminiſtrators of ſuch Survivor, for all or any Part of the Purchaſe or Mortgage Money for the ſaid Manors, Meſſuages, Lands, Hereditaments and Premiſſes ſo intended to be ſold or mortgaged as aforeſaid, ſhall be a full, ſufficient and effectual Diſcharge for the ſame, to

The Truſtees in the mean Time to enjoy the Premiſſes.

Free from Incumbrances.

Proviſo, that the Truſtees Receipt for the Purchaſe Money ſhall be good.

the Purchaſer or Purchaſers, Mortgagee or Mortgagees thereof, his, her or their Heirs, Executors, Adminiſtrators and Aſſigns; and that ſuch Purchaſer or Purchaſers, Mortgagee or Mortgagees ſhall not be any way anſwerable or accountable for any Loſs or Miſapplication of ſuch Purchaſe-Money or any Part thereof, ſo acknowledged to be received, or be in any wiſe obliged to ſee to the Application thereof; any Thing in theſe Preſents contained to the contrary thereof, in any wiſe notwithſtanding. *Provided* always, that it ſhall and may be lawful to and for the ſaid *C. D.* and *E. F.* and the Survivor of them, his and their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, to deduct and defalk, in the firſt Place, out of the Monies as ſhall come to their or any of their Hands, by Virtue of theſe Preſents, all ſuch Coſts, Charges, Damages and Expences as they or any of them ſhall be put unto or ſuſtain, by Means or Reaſon of the Truſt hereby in them repoſed; *And* that they the ſaid *C. D.* and *E. F.* and the Survivor of them, his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall not be anſwerable the one for the other of them, or for the Acts, Receipts or Defaults of the other of them, but each and every of them for his and their own Acts, Receipts or Defaults only, and not for any involuntary Loſs that may happen, without his or their wilful Neglect or Default: *Provided alſo,* and it is hereby declared and agreed, that it ſhall and may be lawful for the ſaid Truſtees, their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, by and out of the Rents, Iſſues and Profits of the ſaid Premiſſes, to pay and apply the ſame, or any Part thereof, in the doing or cauſing to be done all ſuch Reparations and Amendments to the ſame Premiſſes, and every Part thereof, as ſhall be needful, neceſſary and proper; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding: *Provided* always, and it is hereby declared by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *C. D.* and *E. F.* and the Survivor of them, his Heirs, Executors, Adminiſtrators and Aſſigns, at any Time or Times hereafter, by Deed indented by them the ſaid Truſtees, or the Survivor of them, his Heirs, Executors, Adminiſtrators and Aſſigns, duly executed in the Preſence of two or more credible Witneſſes, to make any Leaſe or Leaſes, Demiſe or Demiſes, of all or any Part of the ſaid Premiſſes to any Perſon or Perſons whatſoever, for Number of Years not exceeding twenty-one Years, ſo as ſuch Leaſe be let for the beſt

Truſtees in the firſt Place to deduct their Expences.

One Truſtee not to be anſwerable for the other.

Truſtees to apply the Rents of the Premiſſes in doing ſuch Reparations to the Premiſſes as ſhall be needful.

Truſtees to make Leaſes for any Number of Years, not exceeding twenty-one Years.

or moſt improved Rent that can be had or gotten for the ſame, without taking any Fine or Income, and ſo as ſuch Leaſe and Leaſes be not made without Impeachment of Waſte, by any expreſs Words to be therein contained, and ſo as the Perſon or Perſons to whom ſuch Leaſe or Leaſes ſhall be made do execute ſuch Counterparts thereof reſpectively: *Provided* always, and it is hereby further declared and agreed by and between all the ſaid Parties, that it ſhall and may be lawful to and for the ſaid *C. D.* and *E. F.* and the Survivor of them, his Heirs, Executors, Adminiſtrators and Aſſigns, from Time to Time, by any Deed or Writing to be by him or them executed in the Preſence of two or more credible Witneſſes, to appoint a Receiver or Receivers of the Rents, Iſſues and Profits of the Premiſſes hereby granted, bargained, ſold releaſed and aſſigned, or intended ſo be, and ſuch Receiver and Receivers to diſplace and remove, and by the ſame Deed or Writing to make him or them ſuch reaſonable Allowance or Allowances, as they the ſaid Truſtees and the Survivor of them, his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall think fit, not exceeding in the whole the yearly Sum of twelve Pence in the Pound of lawful Money of *Great Britain*, for ſuch Receiver or Receivers Salary, according to the yearly Value or Rent of the Eſtate or Eſtates, whereof he ſhall be ſo appointed. *And* it is hereby declared by all the ſaid Parties to theſe Preſents, that the ſame *C. D.* and *E. F.* or either of them, or either of their Heirs, Executors or Adminiſtrators, ſhall not be anſwerable for any Loſs that may happen of any the ſame Rents, Iſſues and Profits, by Reaſon of the Failure of any the Tenants, or of the ſaid Receiver or Receivers, or his or their Miſapplication thereof. *And whereas*, by Articles of Agreement indented bearing Date, *&c.* made or mentioned to be made between the ſaid *A. B.* of the one Part, and *K. E.* of, *&c.* Timber Merchant, of the other Part, it is witneſſed, that the ſaid *A. B.* for the Conſideration therein after mentioned did grant, bargain and ſell unto the ſaid *K. E. All* the Merchantable Oak Timber then ſtanding and growing in the ſeveral Pariſhes and Farms of the ſaid *A. B.* in the County of *M. viz.* on *K.* Farm in the Pariſh of, *&c.* and likewiſe *All* that, *&c.* in Conſideration whereof the ſaid *K. E.* did thereby for himſelf, his Executors and Adminiſtrators, agree to and with the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, that he the ſaid *K. E.* his Executors, Adminiſtrators or Aſſigns, ſhould and would pay or

Truſtees to appoint Receivers.

Truſtees not to be anſwerable for the Failure of Tenants or Receivers, &c.

Recital of Articles for the Sale of Timber.

or cauſe to be paid unto the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, for the ſaid Timber, after the Rate of 1 *l.* 10 *s.* *per* Ton; *And* it is thereby mutually covenanted, concluded and agreed by and between the ſaid Parties, that the ſaid Timber ſhould be meaſured according to Cuſtom fifty Foot *per* Ton round Meaſure; and alſo the ſaid Parties did thereby agree for themſelves, their Executors and Adminiſtrators, that the ſaid Timber ſhould be felled at the Expence of the ſaid *K. E.* his Executors, Adminiſtrators or Aſſigns; and the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, ſhould and might reſerve to him and themſelves all the Crops of Oak and Bark, except the Crop called, *&c.* which ſaid excepted Wood it is thereby agreed ſhould be cut and felled with the Bark thereon by the 25th Day of *December* next enſuing the Date thereof, and now laſt paſt; *And* it is thereby further agreed between the ſaid Parties, that the ſaid *K. E.* his Executors, Adminiſtrators or Aſſigns, ſhould and would, at the meaſuring and cutting of the ſaid excepted Wood, pay or cauſe to be paid unto the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, one Half of the Value of the ſaid excepted Wood, and the Remainder at the clearing and carrying away thereof; and the ſaid *K. E.* did thereby for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, that he the ſaid *K. E.* his Executors, Adminiſtrators or Aſſigns, ſhould fell, cut down, clear and carry away all the ſaid Timber by the —— Day of, *&c.* and that the ſaid *K. E.* his Executors, Adminiſtrators or Aſſigns, ſhould and would, when the ſaid Timber not excepted ſhould be cut down and meaſured, pay or cauſe to be paid unto the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, one Half of the Value of the ſaid not excepted Premiſſes, and the Remainder at or before the clearing and carrying away thereof, as in and by the ſaid recited Articles, Relation being thereunto had, may more fully and at large appear: *Now this Indenture further witneſſeth*, that the ſaid *A. B.* for the further and better ſecuring the Payment of all the Debts mentioned and contained in the ſaid Schedules hereunto annexed, in ſuch Manner and Precedency as aforeſaid, and in Conſideration of the Sum of 5 *s.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* and *E. F.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *A. B. Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth*

The Bargainor for further ſecuring the Payment of the Debts, &c. and in Conſideration of 5 s. aſſigns the Articles and all Money, &c. due thereon.

bargain,

Habendum.

Letter of Attorney.

bargain, ſell, aſſign, transfer and ſet over unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, the ſaid recited Articles of Agreement made between him the ſaid *A. B.* and the ſaid *K. E.* and all Monies hereafter due, payable or to be paid thereupon, and the full Benefit, Profit and Advantage thereof, from and after the ſaid 25th Day of *December* laſt paſt, the Payment then due being to be made to the ſaid *A. B.* to and for his own Uſe; *To have and to hold* the ſaid Articles and all the ſaid Monies due and payable, or to be paid thereupon, and the full Benefit, Profit and Advantage thereof, except as aforeſaid, unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, *Upon the Truſts* nevertheleſs, and to and for the Uſes, Intents and Purpoſes herein after alſo mentioned, expreſſed and declared concerning the ſame. *And* it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid recited Articles and the Benefit thereof, and of the Money thereby payable, is and are ſo aſſigned to the ſaid *C. D.* and *E. F.* upon the Truſts following, (that is to ſay) *Upon Truſt* that the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, do and ſhall receive and take of and from the ſaid *K. E.* his Executors and Adminiſtrators, all ſuch Sum and Sums of Money as ſhall become due and payable by Force or Virtue of the ſaid Articles, except as aforeſaid, and pay and apply the ſame Money in Diſcharge of the Coſts and Charges of the Truſts hereby created; and after Payment of the ſame, *Then upon Truſt* to pay and diſcharge the principal Money and Intereſt due to the ſeveral Perſons in the Schedules hereunto annexed, or ſo far as the ſame will extend, in ſuch Proportions and in ſuch Precedency, as is herein before limited and directed concerning the Money to be raiſed by and out of the ſaid Manors and Hereditaments by theſe Preſents granted, bargained, ſold and releaſed, and according to the true Intent and Meaning of theſe Preſents. *And* for the Purpoſes aforeſaid, the ſaid *A. B. Hath* made, ordained, conſtituted and appointed, and in his Stead and Place put and deputed, and by theſe Preſents *Doth* make, ordain, conſtitute and appoint, and in his Stead and Place put and depute the ſaid *C. D.* and *E. F.* his true and lawful Attornies irrevocably, for him and in his Name, or in the Names of the ſaid Truſtees, their Executors and Adminiſtrators, but for the Purpoſes aforeſaid, to aſk, demand, ſue for, recover and receive of and from the ſaid *K. E.* all ſuch Sum and Sums of Money which now are or ſhall grow due and payable to the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, upon or by Virtue of the ſaid recited Articles, (except as aforeſaid) and to take and uſe all lawful Ways in the Name of him the ſaid *A. B.* his Executors or Adminiſtrators, or in their own Names or otherwiſe, for Recovery thereof by Arreſt or otherwiſe, and to give ſuch Acquittances or other ſufficient Diſcharges for the ſame for the ſaid *A. B.* and in his Name or in their own Names, and to do all other Acts and Things whatſoever concerning the Premiſſes, as fully and effectually in every Reſpect as the ſaid *A. B.* himſelf might or could do if he was perſonally preſent and did the ſame; and the ſaid *A. B.* doth hereby ratify and confirm whatſoever his ſaid Attornies ſhall lawfully do or cauſe to be done in his Name or otherwiſe by Force of theſe Preſents. *And* the ſaid *A. B.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *C. D.* and *E. F.* their Executors and Adminiſtrators, that the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, ſhall and will within the Space of four Years, to be computed from the —— Day of —— laſt paſt, pay or cauſe to be paid ſuch and ſo many of the ſaid Debts, with the Intereſt due and to grow due thereon reſpectively, as ſhall not be in the mean Time paid, ſatiſfied and diſcharged by Sale of the reſpective Premiſſes hereby before conveyed and aſſigned, or by the Ways and Means herein before provided for the Payment of the ſame reſpectively. *And whereas*, by Indentures of Leaſe and Releaſe bearing Date, *&c.* and made or mentioned to be made between the ſaid *A. B.* of the firſt Part, *J. T.* of, *&c.* *H. C.* of, *&c.* *D. C.* Spinſter, one of the Daughters of the ſaid *H. C.* of the ſecond Part, *B. J.* of, *&c.* and *B. E.* of, *&c.* of the third Part, and *O. R.* of, *&c.* and *R. R.* of, *&c.* of the fourth Part, reciting that a Marriage was then intended to be ſhortly had between the ſaid *A. B.* and *D. C.* the ſaid *A. B.* in Conſideration of the ſaid intended Marriage, and of 7000 *l.* (the Portion of the ſaid *D. C.*) and other the Conſiderations therein mentioned, did thereby grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *J. T.* and *H. C.* (among other Manors, Meſſuages, Lands, Tenements and Hereditaments, in the ſaid recited Indenture of Releaſe mentioned) the ſeveral Manors, Lordſhips, Meſſuages, Farm Lands, Woods, Mills and Hereditaments ſituate, lying and being in the County of *M.* and in theſe Preſents herein after particularly mentioned and

Bargainor covenants within four Years to pay ſuch Debts with Intereſt as ſhall not be paid by Sale of the Premiſſes.

Recital of the Bargainor's Marriage Settlement.

and deſcribed (except as in the ſaid Indenture of Releaſe is excepted); *To hold* the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes thereby granted, with their and every of their Appurtenances, except as before is therein excepted, unto the ſaid *J. T.* and *H. C.* and their Heirs and Aſſigns, to the Intent that they might be Tenants to the Precipe for the ſuffering one or more common Recovery or Recoveries of the ſaid Manors, Hereditaments and Premiſſes, (except as therein is excepted) and which Recovery or Recoveries have been ſuffered accordingly; *the Uſes* of which ſaid Recovery or Recoveries are thereby declared, that after the Solemnization of the ſaid intended Marriage, (and which hath been ſolemnized accordingly) *To the Uſe* of the ſaid *A. B.* and his Aſſigns during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, *To the Uſe* of the ſaid *J. T.* and *H. C.* and their Heirs, during the Life of the ſaid *A. B.* to preſerve contingent Remainders; and from and after the Deceaſe of the ſaid *A. B. Then* as for and concerning the ſeveral Manors, Lordſhips, Meſſuages, Lands, Tenements, Tithes, Hereditaments and Premiſſes in the ſaid County of *M.* in the ſaid Indenture of Releaſe therein particularly mentioned and deſcribed, *To the Uſe* of the ſaid *D. C.* (now *D. B.*) for and during the Term of her natural Life, for her Jointure, and in full of Dower; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *J. T.* and *H. C.* and their Heirs, upon Truſt to ſupport contingent Remainders; and from and after the Deceaſe of the ſaid *A. B.* and *D. C.* and the Survivor of them, *To the Uſe* of the firſt and other Sons of the ſaid *A. B.* on the Body of the ſaid *D. C.* (now *D. B.*) lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt and other Sons iſſuing; and for Default of ſuch Iſſue, *To the Uſe* of the ſaid *O. R.* and *R. R.* their Executors, Adminiſtrators and Aſſigns, for the Term of 1000 Years, without Impeachment of Waſte, *upon Truſt* to raiſe Daughters Portions on Failure of Iſſue Male of the ſaid Marriage, in ſuch Manner as therein is mentioned. *And* the ſaid *A. B.* did thereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree to and with the ſaid *J. T.* and *H. C.* their Heirs and Aſſigns, that he the ſaid *A. B.* and all other Perſons intitled, in Truſt for the ſaid *A. B.* ſhould and would, within ſix Months next after the Date of the ſaid recited Indenture of Releaſe, well and ſufficiently ſurrender, or cauſe to be ſurrendered into the Hands of the Lord or Lords, Lady or Ladies of the Manor or Manors, *All* the cuſtomary Lands and Tenements of him the ſaid *A. B.* ſituate in the Pariſh of, *&c.* and all and every the ſeveral Copyhold Meſſuages, Lands, Tenements and Hereditaments, (except as in the ſaid recited Indenture of Releaſe is excepted) with their and every of their Appurtenances, according to the Cuſtom of the ſeveral Manors whereof they are reſpectively holden, *To the Uſe* of the ſaid *A. B.* and his Aſſigns, during the Term of his natural Life, without Impeachment of Waſte; and after the Deceaſe of the ſaid *A. B.* then *To the Uſe* of the ſaid *D. C.* (now *D. B.*) for and during the Term of her natural Life, in Augmentation of her ſaid Jointure; and from and after the ſeveral Deceaſes of the ſaid *A. B.* and *D. B.* *To the Uſe* of the right Heirs of the ſaid *A. B.* for ever, as in and by the ſaid recited Indentures of Leaſe and Releaſe, Relation being thereunto had, may more fully and at large appear. *And whereas* the ſaid *A. B.* fully to ſecure and pay what ſhall be deficient and wanting to pay the ſaid ſeveral Debts in the ſaid Schedule hereunto annexed, after Sale of the reſpective Premiſſes hereby before conveyed and aſſigned, or by the Ways and Means herein before provided for the Payment of the ſame reſpectively, hath agreed to convey and aſſure, and ſurrender the Manors, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, to the ſaid *C. D.* and *E. F.* and their Heirs for the Purpoſes herein after mentioned and declared concerning the ſame. *And whereas* there is no Iſſue now living on the Body of the ſaid *D. B.* by the ſaid *A. B.* begotten, nor is there any Proſpect of ſuch Iſſue: *Now this Indenture further witneſſeth*, that the ſaid *A. B.* in order fully to ſecure and pay ſuch of the ſaid Debts mentioned in the ſaid Schedules hereunto annexed, as ſhall not be paid, ſatisfied and diſcharged by Sale of the reſpective Premiſſes herein before conveyed and aſſigned, or by the Ways and Means herein before provided for the Payment of the ſame reſpectively, and in Conſideration of the Sum of 5 *s.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* and *E. F.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *A. B.* *Hath* bargained and ſold, and by theſe Preſents *Doth* bargain and ſell unto the ſaid *C. D.* and *E. F.* and to their Heirs and Aſſigns, *All* that the Manor or Lordſhip of, *&c.* *To have*

Recital that the Bargainor, fully to ſecure and pay what ſhall be deficient to pay the Debts after Sale of the Premiſſes before conveyed, hath agreed to convey the Premiſſes comprized in his Marriage Settlement.

That there is no Iſſue, of the Marriage.

Bargainor, in order fully to ſecure and pay ſuch Debts as ſhall not be paid by Sale of the Premiſſes before conveyed, and in Conſideration of 5 s. the Bargainor conveys the Premiſſes in the Marriage Settlement.

*and to hold* the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Tithes, Hereditaments, and all and ſingular other the Premiſſes herein laſt before mentioned, and intended to be hereby bargained and ſold, with their and every of their Appurtenances, and every Part and Parcel thereof (except as before excepted) unto the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns, to the Uſe of them the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns for ever; *ſubject* nevertheleſs to the Sum of 6000 *l.* and Intereſt due, charged and ſecured on the ſaid laſt mentioned Manors and Premiſſes to *C. E.* of, *&c.* and ſubject thereto and chargeable therewith, *To, upon* and for the ſeveral Truſts, Ends, Intents and Purpoſes, and ſubject to the ſeveral Powers, Proviſoes, Declarations and Agreements herein after mentioned and declared concerning the ſame, (that is to ſay) *In Caſe* the ſaid *C. D.* and *E. F.* or the Survivor of them, his Heirs, Executors and Adminiſtrators, ſhall not be able to raiſe and levy, by Sale or Mortgage of the reſpective Premiſſes herein firſt mentioned, ſo much Money as ſhall and will be ſufficient to pay and diſcharge all the ſaid Debts, with the Intereſt due and to grow due for the ſame reſpectively, and the Coſts and Charges hereby created, or the ſaid *A. B.* ſhall not otherwiſe pay and diſcharge the ſame reſpectively, within the Space of four Years herein before limited, then and in either of the ſaid Caſes, *upon Truſt* that they the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns, ſo ſubject as aforeſaid, do and ſhall ſo ſoon as conveniently may be, by Sale or Mortgage of the ſaid laſt mentioned Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, all or any Part thereof, raiſe and levy ſo much Money as ſhall be deficient, wanting or fall ſhort, to pay and ſatisfy all the ſaid Debts, with the Intereſt due and to grow due for the ſame, and the Coſts and Charges of the Truſts hereby created; and if any Surplus, after Payment of all the ſaid Debts and Intereſt, and the Charges of the ſaid Truſts as aforeſaid, ſhall remain, in Truſt to pay the ſame to the ſaid *A. B.* his Executors and Adminiſtrators. *And* the ſaid *A. B.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns, in Manner following, (that is to ſay) That he the ſaid *A. B.* ſhall and will join in ſuch laſt mentioned Sale or Sales, Mortgage or Mortgages to be made by the ſaid Truſtees, their Heirs or Aſſigns, to any Perſon or Perſons whatſoever, for raiſing ſuch Sums of Money

Habendum.

To the Truſtees in Fee, ſubject to 6000 l. and Intereſt charged thereon, and ſubject thereto, upon the Truſts after mentioned, viz. In Caſe the Truſtees ſhall not be able to raiſe by Sale or Mortgage of the Premiſſes firſt mentioned ſo much Money as will be ſufficient to pay all the Debts, &c. then the Truſtees ſhall by Sale or Mortgage of the laſt mentioned Premiſſes raiſe ſo much Money as ſhall be deficient to pay the Debts, &c. and if any Surplus remains, to pay the ſame to the Bargainor.

Bargainor covenants to join in ſuch laſt mentioned Sale or Mortgage, ney as ſhall be deficient or wanting to pay off and diſcharge the ſaid Debts as ſhall not be diſcharged and paid by Sale of the ſaid Premiſſes herein firſt before mentioned, or by the Ways and Means before provided; *And alſo* ſhall do all other Acts and Things whatſoever for raiſing the ſaid laſt mentioned Sums of Money, and for quiet Enjoyment of the laſt mentioned Premiſſes, as ſhall be by the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns required, and according to the true Intent and Meaning of theſe Preſents. *And* it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the laſt mentioned Premiſſes herein before bargained and ſold to the ſaid *C. D.* and *E. F.* as aforeſaid, ſhall, after Payment of the ſaid 6000 *l.* due to the ſaid *C. E.* as aforeſaid, be liable to the like and ſame Proviſoes, in Reſpect to appointing Receivers, giving Receipts for the Mortgage and Purchaſe Money, making Leaſes and indemnifying of the ſaid Truſtees, as the firſt before mentioned Premiſſes, releaſed to the ſaid *C. D.* and *E. F.* are liable and ſubject unto. *And laſtly*, the ſaid *A. B.* doth hereby for himſelf, his Heirs and Aſſigns, covenant, promiſe and agree to and with the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns, that he the ſaid *A. B.* ſhall and will, after Payment of the ſaid 6000 *l.* and Intereſt due to the ſaid *C. E.* as aforeſaid, well and ſufficiently ſurrender or cauſe to be ſurrendered into the Hands of the Lords or Ladies of the Manor or Manors whereof the ſame are reſpectively holden, all or ſuch of the ſaid cuſtomary Lands and Tenements as ſhall not be ſold or otherwiſe diſpoſed of, to ſatisfy the Debts due to the ſaid *C. E.* as aforeſaid, herein before in theſe Preſents particularly mentioned and deſcribed, ſubject and liable as aforeſaid, *To the Uſe* of the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns for ever. *And* it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid cuſtomary Lands and Tenements, when ſurrendered unto the Uſe of the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns as aforeſaid, ſubject and liable as aforeſaid, ſhall be *In Truſt* to make good ſuch Sum and Sums of Money as ſhall be deficient and wanting to pay, ſatisfy and diſcharge all the ſaid Debts in the Schedules hereunto annexed, and the Intereſt due and to grow due thereon, together with the Charges of the Truſt hereby created, as ſhall not be paid, ſatisfied and diſcharged by Sale of the Premiſſes herein firſt before mentioned, or by the Ways and Means herein before provided, and

and do all other Acts, &c.

Covenant to ſurrender Cuſtomary Lands.

to be ſurrendered, ſold and diſpoſed by the ſaid Truſtees, their Heirs and Aſſigns, to any Perſon or Perſons whatſoever, for the Purpoſes aforeſaid; and after Payment of ſuch Sum or Sums of Money as ſhall be deficient and wanting as aforeſaid, together with the Coſts and Charges of the Truſt hereby created, are paid and ſatisfied, then the ſaid Truſtees, their Heirs and Aſſigns, ſhall ſurrender (ſubject and liable as aforeſaid) ſuch and ſo many of the ſaid Cuſtomary Lands, Tenements and Premiſſes that are not ſo mortgaged or ſold, as aforeſaid, unto the ſaid *A. B.* his Heirs and Aſſigns, to the Uſe of him the ſaid *A. B.* his Heirs and Aſſigns for ever. *And whereas* the Conveyance and Aſſignment by theſe Preſents made to the ſaid *C. D.* and *E. F.* in Truſt as aforeſaid, is in Purſuance of Propoſals made from the ſaid *A. B.* to his Creditors, by Notes or otherwiſe, that branch out of the Bond he gave to his Siſter *B.* the Wife of the ſaid *R. J.* or Claim by Notes drawn by the ſaid *R. J.* and accepted by the ſaid *A. B.* including the Remainder of the ſaid Bond being about 4750 *l.* *And whereas*, by the ſaid Propoſals, the ſaid Notes and Bond were to be depoſited with the ſaid Truſtees, and the ſaid *A. B.* was to have a Letter of Licence from the ſaid Creditors, with a Covenant that his Perſon and other Eſtate and Effects ſhould not be moleſted in four Years from the—— Day of, *&c.* and it was thereby intended and agreed that there ſhould not be in twelve Months any Proceedings againſt any of the Drawers or Indorſers of the ſaid Notes, for Recovery of the Money payable thereby, ſo as they by Writing in two Months did ſignify, that no Advantage ſhould be taken by them for ſuch Acquieſcence of the Proprietors of the ſaid Notes: *Now this Indenture further witneſſeth*, that the ſaid ſeveral Perſons, whoſe Names are hereunto ſet as Creditors of the ſaid *A. B.* on the Behalf of themſelves reſpectively, and the reſpective Proprietors of the ſaid Notes in the firſt Schedule mentioned, each for himſelf only, or ſuch as he or they reſpectively ſign, for and in Conſideration of the Conveyance and Aſſignment hereby made to the ſaid *C. D.* and *E. F.* as aforeſaid, *Have* and each and every of them *Hath* given and granted, and by theſe Preſents *Do* give and grant unto the ſaid *A. B.* full, free and ſafe Licence and Liberty to come and go, paſs and repaſs from Place to Place, where and as his Buſineſs and Occaſions ſhall ſerve and require, from the ſaid—— Day of, *&c.* unto the full End and Term of four Years from thence next enſuing and fully to be compleat and

Recital that this Conveyance is made in Purſuance of Propoſals made from the Bargainor to his Creditors, by Notes given by him.

Letter of Licence.

and ended, without being ſued, moleſted, charged or troubled in his Perſon or otherwiſe, of or concerning all, every or any of the Debts mentioned and contained in the ſaid firſt Schedule.

Creditors covenant not to ſue the Bargainor within four Years.

*And* the ſeveral Perſons, whoſe names are hereunto ſeverally ſet and ſubſcribed, *Do* for themſelves reſpectively, and for their reſpective Heirs, Executors and Adminiſtrators, and not the one for the other, nor for the Acts or Deeds of the other, but each for himſelf, his Heirs, Executors and Adminiſtrators only, covenant, promiſe and agree to and with the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, that they or any of them ſhall not, nor will, at any Time during the ſaid Term of four Years, ſue, moleſt, charge or trouble the ſaid *A. B.* in his own Perſon, or otherwiſe ſue, moleſt, charge or extend any other of the Lands, Tenements, Eſtate and Effects of him the ſaid *A. B.* not comprized in theſe Preſents, according to the true Intent and Meaning hereof, for or concerning any of the ſaid Debts in the ſaid Schedules mentioned.

Proviſo that this Deed ſhall be pleaded and allowed to any Action, &c. that ſhall be brought.

*Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that theſe Preſents ſhall and may be pleaded and allowed in any Court or Courts of Law or Equity, in Diſcharge to all or any Actions, Suits, Judgments, Executions and other Proceedings which ſhall or may be brought, commenced, ſued, proſecuted, awarded or recovered againſt the ſaid *A. B.* or any other his Lands, Tenements, Eſtates and Effects not comprized in theſe Preſents, by any of the ſaid ſeveral Perſons, Creditors of the ſaid *A. B.* their reſpective Executors and Adminiſtrators, or by any other Perſon or Perſons by or through their or any of their Act, Means, Conſent, Order or Procurement, contrary to the true Intent and Meaning of theſe Preſents; any Thing in theſe Preſents contained to the contrary thereof, in any wiſe notwithſtanding.

Recital that the Bargainor hath agreed for the Purchaſe of the Reverſion of an Eſtate, which he directs the Truſtees to convey.

*And whereas* the ſaid *A. B.* hath contracted and agreed with *J. F.* of, *&c.* for the abſolute Purchaſe of the Reverſion of the Meſſuage or Tenement called —— herein before mentioned to be now or late in the Poſſeſſion of, *&c.* for the Sum of 1051 *l.* *Now* the ſaid *A. B.* doth hereby direct the ſaid Truſtees *C. D.* and *E. F.* to convey the ſame to the ſaid *J. F.* and his Heirs, upon Payment of the ſaid Sum of 1051 *l.* any Thing herein before contained to the contrary notwithſtanding.

Power for the Creditors to ſell their Credits, &c.

*Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and of theſe Preſents is, that it ſhall and may be lawful to and for the ſaid ſubſcribing Creditors, or any of them, to ſell, alien or diſpoſe of their ſaid Credits to any Perſon or Perſons whatſoever, and for any Conſideration; and that the Perſon or Perſons ſo purchaſing the ſame, ſhall ſtand in the Place and Stead of the Perſon or Perſons ſelling, ſo as the ſame be notified in a Week after ſuch Sale or Sales to the ſaid Truſtees under the Hand of the Seller; yet nevertheleſs ſuch Purchaſer or Purchaſers of ſuch Credits, ſhall in all Reſpects be liable and ſubject to all and every the Agreements, Covenants, Licences and Liberties in theſe Preſents contained, to all Intents and Purpoſes whatſoever, as the Perſon or Perſons ſo ſelling was or were before ſuch Sale or Sales, liable and ſubject unto; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c. **P.**

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# Bonds.

## *A Bond for Payment of Money and Performance of Covenants in a Mortgage.*

KNOW *all Men* by theſe Preſents, that I *A. B.* of *Carisbrook* in the *Iſle of Wight* in the County of *Southampton*, Gent. am held and firmly bound to *C. D.* of the City of *Chicheſter* in the County of *Suſſex*, Eſquire, in 1000 *l.* of good and lawful Money of *Great Britain*, to be paid to the ſaid *C. D.* or his certain Attorney, his Executors, Adminiſtrators or Aſſigns, to which Payment well and truly to be made, I bind myſelf, my Heirs, Executors and Adminiſtrators firmly by theſe Preſents, ſealed with my Seal, dated the 30th Day of *March* in the ſixteenth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God of *Great Britain*, *France* and *Ireland* King, Defender of the Faith, *&c.* and in the Year of our Lord 1743. *The Condition* of this Obligation is ſuch, that if the above bounden *A. B.* his Heirs, Executors and Adminiſtrators, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the above named *C. D.* his Executors, Adminiſtrators or Aſſigns, at or in the now Dwelling-houſe of, *&c.* the full and juſt Sum of 525 *l.* of good and lawful Money of *Great Britain*, in Manner following, (that is to ſay) 12 *l.* 10 *d.* Part thereof at or upon the 30th Day of *September* now next enſuing the Date of theſe Preſents; and the full and juſt Sum of 512 *l.* 10 *s.* Reſidue thereof, at or upon the 31ſt Day of *March*, which ſhall be in the Year of our Lord 1744, being the ſame Sum mentioned and contained in a Pair of Indentures of Mortgage, bearing even Date with theſe Preſents, and made or mentioned to be made between the ſaid *A. B.* of the one Part, and the ſaid *C. D.* of the other Part; *And alſo*, if the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, and every of them, do and ſhall well and truly obſerve, perform, fulfil and keep all and ſingular the Covenants, Grants, Articles, Clauſes, Conditions and Agreements whatſoever, which on his and their Parts and Behalfs are or ought to be obſerved, performed, fulfilled and kept in the ſaid Indentures of Mortgage mentioned and contained; and that in all Things, according to the true Intent and Meaning of the ſame Indentures, without Fraud or Covin; *Then* the Obligation above-written to be void and of none Effect, or elſe to be and remain in full Force and Virtue.

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## *A Bond to reſign a Vicarage.*

KNOW *all Men* by theſe Preſents, that I *C. D.* Bachelor of Arts, am held and firmly bound unto *A. B.* of, *&c.* in 1000 *l.* of good and lawful Money of, *&c.* *Whereas* the Vicarage of the Pariſh Church of *M.* in the County of *S.* is now vacant, and the above-named *A. B.* hath an Intention to preſent the above bounden *C. D.* to the ſaid Vicarage; and the ſaid *C. D.* hath agreed to content himſelf with the ſaid Vicarage ſo long as he ſhall be Incumbent thereof, and not to hold any other ſpiritual Benefice, with Cure of Souls, together with the ſaid Vicarage, and hath alſo agreed to reſide thereon, while he ſhall be Incumbent thereof, without being abſent more than two Months in any one Year: *And whereas E. B.* the younger, (Nephew of the above-named *A. B.* and Son of *E. B.* of, *&c.*)

is intended to be brought up a Clergyman, and to be preſented to the ſaid Vicarage, ſo ſoon as he ſhall be capable to receive the ſame: *Now the Condition* of this Obligation is ſuch, that if the ſaid *C. D.* ſhall, within one Month after he ſhall be admitted into any other ſpiritual Benefice, with Cure of Souls, give Notice of ſuch Admittance to the ſaid *A. B.* or to ſuch other Perſon as ſhall be then intitled to the Patronage of the ſaid Vicarage, and within the ſame Month ſhall cauſe the ſaid Vicarage to be vacant by Ceſſion or Reſignation, or otherwiſe; *And alſo*, if the ſaid *C. D.* ſhall, during the Time that he ſhall hold the ſaid Vicarage, perſonally reſide thereon, without being abſent for more than two Months in any one Year; *And alſo* in Caſe the ſaid *E. B.* the Younger ſhall attain the Age of twenty-four Years, and take Prieſt's Orders, according to the Rules of the Church of *England*, or be capable thereof; and the ſaid *A. B.* or ſuch other Perſon who ſhall be then intitled to the Patronage of the ſaid Vicarage, ſhall be thereupon minded to preſent the ſaid *E. B.* the younger, to the ſaid Vicarage, upon his being duly qualified, if then the ſaid *C. D.* ſhall, within one Month after Requeſt to him made by the ſaid *A. B.* or ſuch other Perſon who ſhall be then intitled to the Patronage of the ſaid Vicarage, abſolutely and in due Form of Law reſign the ſaid Vicarage, and cauſe ſuch Reſignation to be accepted, ſo that the ſaid Vicarage may within ſuch Month become vacant, and alſo in the ſame Month ſhall give Notice of ſuch Reſignation to the ſaid *A. B.* or to ſuch other Perſon as ſhall be intitled to the Patronage of the ſaid Vicarage; *Then* this Obligation to be void, otherwiſe to remain in full Force and Virtue.

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## *A Condition of a Marriage Bond, for the Executors,* &c. *of the intended Husband to pay a Sum of Money, in Truſt for the only Uſe of the intended Wife, if ſhe ſurvives him.*

W*Hereas* there is a Marriage, by God's Permiſſion, intended ſhortly to be had and ſolemnized by and between the above bounden *W. H.* and *R. R.* of, *&c.* Spinſter, Daughter of *R. R.* late of, *&c.* deceaſed, and *D.* his Wife: *And whereas* the ſaid *W. H.* in Conſideration of the real and perſonal Eſtate, and of the Marriage Portion which he is to have and receive with the ſaid *R. R.* his intended Wife, hath agreed, that if the ſaid intended Marriage ſhall take effect, and the ſaid *R. R.* happens to ſurvive and outlive him the ſaid *W. H.* that the Heirs, Executors, Adminiſtrators or Aſſigns of the ſaid *W. H.* ſhall well and truly pay or cauſe to be paid unto the ſaid *W. E.* and the ſaid *J. S.* or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 1500 *l.* of lawful Money of *Great Britain*, within three Months next after the Deceaſe of him the ſaid *W. H. In Truſt* and to and for the only Uſe and Benefit of the ſaid *R. R.* her Executors, Adminiſtrators and Aſſigns, to be diſpoſed of by her, at her ſole Will and Pleaſure: *Now the Condition* of this Obligation is ſuch, that if the Heirs, Executors, Adminiſtrators or Aſſigns of the ſaid *W. H.* if the ſaid intended Marriage ſhall take Effect, and the ſaid *R. R.* happens to ſurvive him the ſaid *W. H.* ſhall, within three Months next after the Deceaſe of the ſaid *W. H.* well and truly pay or cauſe to be paid unto the ſaid *W. E.* and *J. S.* or the Survivor of them, his Executors, Adminiſtrators, or Aſſigns, the above mentioned Sum of 1500 *l.* of lawful Money of *Great Britain*, *In Truſt* for the only proper Uſe and Benefit of the ſaid *R. R.* her Executors, Adminiſtrators and Aſſigns, to be diſpoſed of by her at her Will and Pleaſure, as above-mentioned, according to the true Intent and Meaning of theſe Preſents; *Then* this Obligation to be void, otherwiſe to be and remain in full Force and Virtue.

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## *A Condition of a Bond before Marriage, that if the Eſtate, ſettled by the intended Husband, be evicted or recovered by* W. B. *for the intended Husband to pay* 10000 l. *to Truſtees, to be laid out for ſuch Uſes as are mentioned in his Marriage Settlement.*

W*Hereas* there is a Marriage intended by God's Grace to be ſhortly had and ſolemnized between the above bounden *J. P.* and *A. T.* Spinſter; *And whereas* in Conſideration of the ſaid intended Marriage, the ſaid *J. P.* hath, by Indentures of Leaſe and Releaſe (the Releaſe bearing even Date with the Obligation above-written) ſettled, aſſured and conveyed, or agreed to ſettle, aſſure and convey unto the above named *J. F.* and *T. T.* and their Heirs, to the ſeveral Uſes in the ſame Indenture of Releaſe expreſſed, divers Manors, Meſſuages, Lands, Tenements, and Hereditaments of him the ſaid *J. P.* therein mentioned, which, or a great Part whereof, was or were deviſed to him the ſaid *J. P.* and his Heirs, by the laſt Will and Teſtament of Mr. *H. P.* his Brother, deceaſed, in whoſe Will there is a Clauſe or Limitation to the Effect following, *viz.* But I do further declare my Will and Mind to be, that in Caſe my ſaid Brother *J. P.* ſhall happen to depart this Life out of *England*, then and in ſuch Caſe, all and ſingular the Manors, Meſſuages, Lands, Tenements and Premiſſes, and all and ſingular other my Eſtate and Eſtates, both Real and Perſonal herein and hereby before given, deviſed and bequeathed unto my ſaid Brother, ſhall and is by me intended to go and belong unto my Nephew *W. B.* the ſecond Son now living of my Brother-in-Law *W. B.* deceaſed; and then and in ſuch Caſe, but not otherwiſe, I give, deviſe and bequeath the ſame unto my ſaid Nephew *W. B.* his Heirs, Executors, Adminiſtrators and Aſſigns for ever, if he ſhall live to attain the Age of twenty-one Years, and not otherwiſe: *Now the Condition* of this Obligation is ſuch, that in Caſe the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments ſo ſettled or agreed to be ſettled as aforeſaid, or any of them, ſhall at any Time hereafter be evicted or recovered by the ſaid *W. B.* the Nephew, his Heirs or Aſſigns, by Reaſon or Means of the ſaid recited Clauſe or Limitation in the ſaid Will of the ſaid *H. P.* then if the above bounden *J. P.* his Heirs, Executors or Adminiſtrators do and ſhall well and truly pay or cauſe to be paid unto the above named *J. F.* and *T. T.* their Executors or Adminiſtrators, the full Sum of 10000 *l.* of lawful Money of *Great Britain*, within the Space of, *&c.* next after ſuch Recovery or Eviction as aforeſaid, to be laid out and diſpoſed of in ſuch Manner, and for ſuch Uſes and Purpoſes as are mentioned, expreſſed or referred to in and by one Indenture, bearing even Date with the Obligation above-written, and made or mentioned to be made between, *&c.* *Then* this Obligation to be void, or elſe to remain in full Force and Virtue. H.

## *A Condition of a Bond for a Huſband to make his Will, and thereby give all his perſonal Eſtate, after Payment of his Debts, for the Uſe and Benefit of his Wife, and to appoint her his ſole Executrix.*

WHereas *B. B.* now the Wife of the above bounden *A. B.* and late Widow of *C. D.* late of, *&c.* the eldeſt Daughter of *J. W.* late of, *&c.* deceaſed, by *E.* his late Wife, by her Deed Poll in Writing, bearing even Date with the above written Obligation, (after reciting as therein is recited) *Hath*, by Virtue of all and every the Powers in the therein recited Indenture contained, aſſigned, limited and appointed the ſeveral Meſſuages or Tenements, Pieces and Parcels of Land, Ground, Ground-Rents, and other Hereditaments and Premiſſes therein particularly mentioned, *To the Uſe* of the ſaid *A. B.* her Huſband, for and during the Term of his natural Life, to commence and take Effect from and immediately after the Deceaſe of the ſaid *B. B.* and the ſaid *B. B.* hath by the ſaid Deed Poll or Writing under her Hand and Seal declared and limited, and appointed *J. M.* therein named, and the above named *S. G.* and their Heirs, and all other Perſons ſeiſed of the ſaid Premiſſes, or any Part thereof, to ſtand ſeiſed of all the ſaid ſeveral Meſſuages or Tenements, Pieces or Parcels of Land, Ground, Ground-Rent, and other the Hereditaments and Premiſſes therein before limited, to the Uſe of the ſaid *A. B.* or intended ſo to be, to the Uſe of the ſaid *A. B.* for and during the Term of his natural Life, to commence and take Effect from and immediately after the Deceaſe of the ſaid *B. B.* as in and by the ſaid recited Deed Poll or Writing, Relation being thereunto had, may more fully and at large appear: *And whereas* the ſaid *A. B.* in Conſideration of the ſaid Appointment by the ſaid *B. B.* to him the ſaid *A. B.* as before recited and mentioned, did promiſe and aſſure the ſaid *B. B.* his Wife, that he the ſaid *A. B.* ſhould and would ſome Time in his Life-time make and publiſh his laſt Will and Teſtament in Writing, and would thereby give and bequeath to the ſaid *B. B.* all his the ſaid *A. B.*'s whole perſonal Eſtate, after Payment of his juſt Debts, to and for her own proper Uſe and Benefit, and would thereby make the ſaid *B. B.* his ſaid Wife ſole Executrix of ſuch his ſaid laſt Will: *Now the Condition* of the above written Obligation is ſuch, that if the ſaid *A. B.* do and ſhall ſome Time in his Life-time duly make and publiſh his laſt Will and Teſtament in Writing, and ſhall thereby give and bequeath to the ſaid *B. B.* all his the ſaid *A. B.*'s whole perſonal Eſtate after Payment of his juſt Debts, to and for the proper Uſe and Benefit of her the ſaid *B. B.* and ſhall thereby nominate and appoint the ſaid *B. B.* his ſole Executrix of ſuch his ſaid laſt Will; Then the Obligation above written to be void, or elſe to remain in full Force, Power and Virtue.

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## *A Condition of a Bond for a Father to pay to his Daughter's Husband* 200 l. *at* 50 l. *a Year, as an Addition to his Daughter's Portion, within four Years, if the Father ſhall ſo long live.*

W*Hereas* a Marriage is already had and ſolemnized between *L. W.* of, *&c.* and *M.* his Wife, late *M. O.* Daughter of the above bounden *J. O.* *And whereas* the ſaid *J. O.* hath on the Day of the Date of theſe Preſents advanced and paid the Sum of 300 *l.* for a Portion with his ſaid Daughter, and hath agreed to pay the further Sum of 200 *l.* as an Addition to the ſaid Portion, within four Years next enſuing, in Caſe he ſhall ſo long live, by yearly Payments of 50 *l.* a Year; but in Caſe he the ſaid *J. O.* ſhall happen to die before the Expiration of the ſaid four Years, then the Payments from the Time of his Death are to ceaſe: *Now the Condition* of this Obligation is ſuch, that if the above bounden *J. O.* ſhall be then living, and do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *L. W.* his Executors, Adminiſtrators or Aſſigns, the Sum of 50 *l.* on the 25th Day of *March*, which ſhall be in the Year of our Lord 1739, and the further Sum of 50 *l.* on the 25th Day of *March* in the Year of our Lord 1740, and the further Sum of 50 *l.* on the 25th Day of *March* 1741, and the further Sum of 50 *l.* on the 25th Day of *March* in the Year of our Lord 1742; or in Caſe the ſaid *J. O.* ſhall happen to die before the ſaid 25th Day of *March* 1742, if the ſaid *J. O.* ſhall pay ſuch of the ſaid Sums as ſhall become payable before his Death, then this Obligation to be void; but if Default ſhall happen to be made of or in Payment of the ſaid ſeveral

Sums of 50 *l.* a Year, or any of them, or of any Part of any of them which ſhall become payable in his Life-time; *Then* this Obligation is to be and remain in full Force and Virtue.

## *A Condition of a Bond for a Mother to pay the Rent of Houſes, in Truſt for the ſeparate Uſe of her Son's Wife.*

WHereas a Marriage is already had and ſolemnized between *L. W.* the Son of the above bounden *M. W.* and *J.* his Wife, the Daughter of *J. O.* of, *&c.* and the ſaid *M. W.* hath agreed to allow and pay the Rents, Iſſues and Profits of two Meſſuages or Tenements in, *&c.* one in the Poſſeſſion of *A. B.* and the other in the Poſſeſſion of *C. D.* to and for the ſeparate Uſe of the ſaid *J.* during the natural Life of the ſaid *M. W.* *Now the Condition* of this Obligation is ſuch, that if the above bounden *M. W.* do and ſhall well and truly pay, or cauſe to be paid unto the above named *H. R.* his Executors, Adminiſtrators or Aſſigns, (for the ſeparate Uſe of the ſaid *J.* notwithſtanding her Coverture, free from the Controul of her Huſband) the Rents, Iſſues and Profits of the ſaid two Meſſuages or Tenements, by half-yearly Payments, in Manner following, that is to ſay, On the 29th Day of *September*, and on the 25th Day of *March* in every Year during the natural Life of the ſaid *M. W.* then this Obligation to be void; but if Default ſhall happen to be made at any Time during the natural Life of the ſaid *M. W.* of or in Payment of the ſaid half-yearly Payments on any of the Days or Times before limited and appointed for Payment thereof, contrary to the true Intent and Meaning of theſe Preſents; *Then* this Obligation to ſtand and be in full Force and Virtue.

## *A Condition of a Bond to indemnify againſt Dower, and to procure the Wife (if ſhe ſurvives her Husband) during her Widowhood to execute a Releaſe of all Actions of Dower,* &c.

THE *Condition* of the above written Obligation is ſuch, that if the Heirs, Executors or Adminiſtrators of the above bounden *A. B.* do and ſhall from Time to Time, and at all Times hereafter, well and truly ſave and keep harmleſs and indemnified the above named *C. D.* his Heirs and Aſſigns, and his and their Lands and Tenements, Goods and Chattels, and particularly a Meſſuage or Tenement, *&c.* and which by Indentures of Leaſe and Releaſe bearing Date reſpectively, *&c.* and made or mentioned to be made between the ſaid *A. B.* of the one Part, and the ſaid *C. D.* of the other Part, are for a full and valuable Conſideration conveyed or mentioned to be conveyed by the ſaid *A. B.* unto the ſaid *C. D.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever, of, from and againſt as well all Actions of Dower, as alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, which *J.* the now Wife of the ſaid *A. B.* may or can have or claim for or by Reaſon or Means of the Dower or Thirds of any Settlement in Jointure, or otherwiſe howſoever, of, in, to or out of the ſaid Meſſuage or Tenement, with the Appurtenances, or any Part thereof, and likewiſe of, from and againſt all Coſts, Charges, Damages and Expences whatſoever, which ſhall or may happen, ariſe or be occaſioned thereby, or by Means thereof; *And* alſo if the Heirs, Executors or Adminiſtrators of the ſaid *A. B.* ſhall at their own proper Coſts and Charges, and upon Requeſt made to them or any of them by the ſaid *C. D.* his Heirs or Aſſigns, procure the ſaid *J.* (in Caſe ſhe ſhall ſurvive the ſaid *A. B.*) during her Widowhood well and duly to execute and deliver unto, and to the Uſe of the ſaid *C. D.* his Heirs and Aſſigns, a good and ſufficient Releaſe under her Hand and Seal, to be atteſted by two credible Witneſſes, of all ſuch Actions of Dower, as alſo of all ſuch her Eſtate, Right, Title, Intereſt, Claim and Demand, as ſhe ſhall then have or can claim in Manner as aforeſaid, of, in, to or out of the ſaid Meſſuage or Tenement, with the Appurtenances, or any Part thereof; *Then* the above written Obligation to be void; otherwiſe, and in Caſe of any Default, the ſame to be and remain in full Force and Virtue.

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## *A Condition of a Bond to give Account of Money to be received by Virtue of a Letter of Attorney.*

W*Hereas A. B.* of, *&c.* and *B. B.* of, *&c.* have by Letter of Attorney under their Hands and Seals, bearing even Date with theſe Preſents, ordained, conſtituted and appointed the above bounden *C. D.* to aſk, demand and receive of and from the ſeveral Tenants of the ſaid *A. B.* and *B. B.* and of and from all and every other Perſon and Perſons from whom any Sum or Sums of Money is now or hereafter ſhall grow due to the ſaid *A. B.* and *B. B.* all and every Sum and Sums of Money now due or hereafter to become due to the ſaid *A. B.* and *B. B.* as in and by the ſaid Letter of Attorney, Relation being thereunto had, may more fully appear: *Now the Condition* of the above Obligation is ſuch, that if the above bounden *C. D.* his Heirs, Executors and Adminiſtrators, do and ſhall from Time to Time, and at all Times hereafter, on Requeſt to him or them made, give and render unto the ſaid *A. B.* and *B. B.* their Executors or Adminiſtrators, or to ſuch Perſon or Perſons as by them ſhall be nominated and appointed to take and allow the ſame, a true and perfect Account in Writing of all ſuch Sum and Sums of Money as the ſaid *C. D.* ſhall at any Time hereafter receive by Virtue of the ſaid Letter of Attorney, and do and ſhall alſo pay and ſatisfy unto the ſaid *A. B.* and *B. B.* their Executors or Adminiſtrators, all ſuch Sum and Sums of Money as ſhall on the Foot of ſuch Account appear to be in the Hands of the ſaid *C. D.* and due and belonging to the ſaid *A. B.* and *B. B.* their Executors or Adminiſtrators; *Then* this Obligation to be void, or elſe to remain in full Force and Virtue.

## *A Condition of a Bond for a Man and his Wife to give a Releaſe for a Legacy ſo ſoon as the Wife arrives at her Age of twenty-one Years, and to indemniſy,* &c.

W*Hereas J. S.* late of, *&c.* by his laſt Will and Teſtament bearing Date, *&c.* did give and deviſe unto his Daughter *S. S.* the Sum of 1000 *l.* to be paid her at her Age of twenty-one Years, and not ſooner: *And whereas* the perſonal Eſtate of the ſaid *J. S.* was not ſufficient to anſwer and pay all the Legacies given by his ſaid Will, but upon a Computation made, the Share of the ſaid *S. S.* was computed at the Sum of 800 *l.* and a Bond was entered into by *G. S.* the Son and one of the Executors of the ſaid *J. S.* dated, *&c.* for the ſaid Sum of 800 *l.* to be paid her the ſaid *S. S.* at or before the End or Expiration of four Years and ſix Months then next enſuing the Date of the ſaid Bond, with Intereſt for the ſame: *And whereas* the ſaid *S. S.* is not yet arrived at her Age of twenty-one Years, but is intermarried with the above bounden *D. H.* *And whereas* the ſaid *G. S.* hath this Day paid and diſcharged all the ſaid Legacy, except the Sum of 300 *l.* for which he has this Day given a Bond to the ſaid *D. H.* *Now the Condition* of this Obligation is ſuch, that if the above bounden *D. H.* and *S.* his Wife do and ſhall, when and as ſoon as the ſaid *S. H.* ſhall arrive at her Age of twenty-one Years, give and execute a good and ſufficient Releaſe and Diſcharge to the ſaid *G. S.* for her ſaid Legacy, and all other Claims and Demands due and owing by the ſaid *G. S.* to the ſaid *D. H.* and the ſaid *S.* his Wife, Siſter of the ſaid *G. S.* except only the Bond for 300 *l.* bearing even Date with theſe Preſents, and do and ſhall well and ſufficiently ſave and keep harmleſs and indemnified the ſaid *G. S.* from all Damages, Coſts and Charges for or on Account of the Premiſſes; *Then* this Obligation to be void, or elſe to remain in full Force and Virtue.

## *A Condition of a Bond for Payment of an Annuity quarterly.*

*WHereas* the above bounden *A.B.* has a great Opinion of and Confidence in the Honeſty and Integrity of the above named *C. D.* and on that Account is deſirous that her Siſter *E.* now unfortunately the Wife of *F.G.* ſhould be in ſo good Hands and under ſo prudent a Direction, whilſt ſhe lives ſeparate from her ſaid Huſband, with whom ſhe does not intend to cohabit, being ſenſible of the Shame and Diſhonour ſhe has brought upon herſelf, and the great Heavineſs and Diſquiet ſhe has (by marrying him) cauſed to all her Relations: *And whereas* the ſaid *C.D.* at the ſpecial Inſtance and Requeſt of the ſaid *A. B.* has conſented and agreed to leave off all her Buſineſs and Employment, and to attend upon, inſtruct, govern and manage the ſaid *E.* in the beſt Manner ſhe is capable of, and to cohabit with her the ſaid *E.* whereſoever ſhe ſhall happen to be, for and during the Term of her natural Life, and not to leave her upon any Pretence whatſoever, without the Conſent of the above bounden *A.B.* firſt had and obtained for that Purpoſe: *And whereas* the ſaid *A.B.* has agreed to pay to the ſaid *C.D.* an Annuity or yearly Sum of 50 *l.* for and during the Term of the natural Life of the ſaid *C.D.* to be paid her by the ſaid *A.B.* in Manner herein after mentioned, for her Care and Management about the Premiſſes, and is alſo to allow the ſaid *C.D.* good and ſufficient Meat, Drink, Waſhing and Lodging during ſuch Time as ſhe ſhall continue to reſide and cohabit with the ſaid *E.* *Now the Condition* of this Obligation is ſuch, that if the above bounden *A.B.* her Heirs, Executors and Adminiſtrators, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *C.D.* her Executors, Adminiſtrators or Aſſigns, the ſaid Annuity or yearly Sum of 50 *l.* of lawful Money of *Great Britain*, by even and equal quarterly Payments, at the four moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) At the Feaſt of, *&c.* by even and equal quarterly Payments; the firſt Payment thereof to begin and be made on the Feaſt-Day of —— next enſuing the Date of theſe Preſents; *Then* this Obligation to be void, or elſe to remain in full Force. But it is hereby agreed and declared to be the true Intent and Meaning of theſe Preſents, that in

Caſe the ſaid *C. D.* ſhall at any Time hereafter during her natural Life, and during the ſaid Separation, refuſe to reſide and cohabit with the ſaid *E.* and ſhall deſert and leave her without the Conſent of the ſaid *A. B.* firſt had and obtained for that Purpoſe, that then and from thenceforth all the future Payments ſhall ceaſe and become void; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding.

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## *A Condition of a Bond, that if the Obligor dies within a certain Time, for his Executors to pay a Sum of Money, which the Obligee at the Requeſt of the Obligor covenanted to pay, and to indemnify the Obligee from the Payment thereof.*

W*Hereas* the above named *L. M.* at the ſpecial Inſtance and Requeſt of the above bounden *J. K.* by a certain Writing, Deed Poll or Inſtrument under his Hand and Seal, bearing even Date with theſe Preſents, did for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree to and with *O. P.* Gent. his Executors, *&c.* (*Here was recited a Deed of Covenant for Payment of* 4000 l. *and Intereſt*) as by the ſaid Deed Poll, Inſtrument or Writing, Relation being thereunto had, may more at large appear: *Now the Condition* of this Obligation is ſuch, that in Caſe the ſaid *J. K.* ſhall happen to die at any Time within the Space of —— from the Day of the Date of theſe Preſents, if the Heirs, Executors or Adminiſtrators of the ſaid *J. K.* do and ſhall pay or cauſe to be paid unto ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, all and every ſuch Sum and Sums of Money, as according to the Tenor of the Covenant of the ſaid *L. M.* above recited are and ſhall become due and payable to the ſaid *O. P.* from the ſaid *L. M.* and effectually ſave harmleſs and keep indemnified the ſaid *L. M.* his Heirs, Executors and Adminiſtrators, from the Payment thereof, or of any Part thereof, and alſo of and from all Coſts, Charges, Damages and Expences, which he the ſaid *L. M.* his Heirs, Executors or Adminiſtrators, or any of them, ſhall or may at any Time hereafter bear, ſuſtain, be charged with, or be put unto, for or by Reaſon or Means, or on Account of entering into or executing the Deed Poll, Inſtrument,

ſtrument, Writing or Covenant above recited, and from all Action and Actions, Suits, Judgments and Executions which ſhall or may at any Time or Times hereafter be brought, commenced, ſued, proſecuted or recovered againſt him or them, or againſt his or their Goods or Chattels, Lands or Tenements; *Then* this Obligation to be void, or elſe to be and remain in full Force and Virtue.

# Collateral Securities.

## *A Deed of Collateral Security for better ſecuring the Payment of Money lent on a Mortgage.*

THIS *Indenture* made, *&c.* between *A.B.* of, *&c.* of the one Part, and *A.C.* of, *&c.* of the other Part. *Whereas* by Indenture of Leaſe tripartite bearing Date, *&c.* made between *B.H.* of, *&c.* and *G.R.* of, *&c.* of the firſt Part, *C.C.* of, *&c.* of the ſecond Part, and *D.J.* of, *&c.* of the third Part, (reciting as therein is recited) for the Conſideration therein mentioned, the ſaid *B.H.* at the Requeſt and Deſire, and by and with the Conſent, Direction and Appointment of the ſaid *C.C.* (teſtified as therein is mentioned) and alſo the ſaid *G.R.* at the Requeſt and Deſire, and by and with the Conſent, Direction and Appointment as well of the ſaid *B.H.* as alſo of the ſaid *C.C.* teſtified as therein is mentioned, *Did* demiſe, leaſe and to Farm let unto the ſaid *D.J.* his Executors, Adminiſtrators and Aſſigns, *All* that Piece or Parcel of Ground, *&c.* *To hold* the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, and all and ſingular other the Premiſſes therein before mentioned or intended to be thereby demiſed and leaſed, with their and every of their Appurtenances, unto the ſaid *D.J.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of —— which was in the Year of our Lord, *&c.* for and during, and unto the full End and Term of fifty Years from thence next enſuing, and fully to be compleat and ended, at the Rent of a Pepper-Corn for the firſt two Years and one Quarter of a Year of the ſaid Term, and at and under the yearly Rent or Sum of 5 *l.* of lawful Money of *Great Britain* for the remaining forty-ſeven Years and three Quarters of a Year of the ſaid Term, payable quarterly as therein is mentioned, as in and by the ſaid Indenture of Leaſe, Relation being thereunto had, may more fully and at large appear: *And whereas* the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Buildings and Premiſſes herein before mentioned, and by the ſaid recited Indenture of Leaſe demiſed, by meſne Aſſignments and otherwiſe, afterwards became veſted in the ſaid *A.B.* for and during all the Reſt, Reſidue and Remainder of the ſaid Term of fifty Years by the ſaid recited Indenture of Leaſe demiſed: *And whereas* by Indenture bearing Date on or about the 27th Day of *March,* which was in the Year of our Lord, *&c.* made or mentioned to be made between the ſaid *A.B.* of the one Part, and the ſaid *A.C.* of the other Part (reciting as herein before and therein further is recited) the ſaid *A.B.* in Conſideration of the Sum of 700 *l.* to him in Hand paid by the ſaid *A.C. Did* grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *A.C.* his Executors, Adminiſtrators and Aſſigns, *All* the aforeſaid Piece or Parcel of Ground, and the ſaid Meſſuage or Tenement thereon erected and built, and all and ſingular other the Premiſſes in and by the ſaid recited Indenture of Leaſe demiſed or intended to be thereby demiſed, with their Appurtenances, together alſo with all the Locks, Keys, Bolts and other Things then fixed, faſtened or enjoyed, with the ſaid Meſſuage or Tenement, as the ſame was then in the Poſſeſſion of the ſaid *A.B.* as alſo the Policy of Inſurance by which the ſaid Meſſuage or Tenement was inſured againſt Fire, and all Sum and Sums of Money thereby payable, and alſo all the Eſtate, Right, Title, Intereſt, Property, Term of Years, and Time to come and unexpired, Claim and Demand whatſoever of him the ſaid *A.B.* of, in and to the ſame, and every Part and Parcel thereof, together with the ſaid Indenture of Leaſe, and the therein recited or mentioned Indenture of Mortgage and Aſſignment thereof; *To hold* the ſame Premiſſes, with the Appurtenances, thereby aſſigned or intended ſo to be, unto the ſaid *A.C.* his Executors, Adminiſtrators and Aſſigns from thenceforth, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of fifty Years by the above recited Indenture of Leaſe demiſed as aforeſaid,

ſaid, which were therein then to come and unexpired, in as large and ample Manner to all Intents and Purpoſes, as the ſaid *A. B.* might, could or ought to have held or enjoyed the ſame in any Manner howſoever, ſubject only to the Payment of the ſaid yearly Rent of 5 *l.* and to the Covenants and Agreements in the ſaid laſt recited Indenture contained on the Leſſee's and Aſſignee's Parts and Behalfs to be performed, and under and ſubject to a Proviſo to be void if the ſaid *A. B.* his Heirs, Executors or Adminiſtrators ſhould pay unto the ſaid *A. C.* his Executors, Adminiſtrators or Aſſigns, the Sum of 700 *l.* and Intereſt at the Times and Place, and in Manner as in the ſaid laſt recited Indenture is mentioned, as in and by the ſaid laſt recited Indenture, Relation being thereunto alſo had, may more fully and at large appear: *And whereas* by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about, *&c.* made or mentioned to be made between the ſaid *A. B.* of the one Part, and *C. H.* of, *&c.* and *C. J.* of, *&c.* of the other Part, in Conſideration of the Sum of 2000 *l.* lent and paid by the ſaid *C. H.* to the ſaid *A. B.* and of 5 *s.* paid by the ſaid *C. J.* to the ſaid *A. B.* he the ſaid *A. B.* did grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *C. H.* and *C. J.* their Heirs and Aſſigns, *All* thoſe the Manors or Lordſhips of, *&c.* and the Tithes thereof in the ſaid County of *S.* and all and ſingular the Meſſuages, Mills, Lands, Tenements, Woods and Underwoods, Paſtures, Commons, Tithes, Rents, Quit-Rents, Fee-Farm Rents, Rent of Aſſize, Reliefs, Heriots, Services, Courts, Profits of Courts, Liberties, Franchiſes, Royalties and Hereditaments whatſoever, to the ſaid Manors and Premiſſes or either of them belonging or in any wiſe appertaining, or accepted, reputed or taken as Part, Parcel or Member of them or either of them, or with them or either of them uſed or enjoyed, and the ſeveral other Meſſuages, Farms, Lands and Hereditaments in the ſaid recited Indentures of Leaſe and Releaſe particularly mentioned; *To hold* the ſame Manors or Lordſhips and Premiſſes, with their and every of their Appurtenances unto the ſaid *C. H.* and *C. J.* their Heirs and Aſſigns, to the proper Uſe and Behoof of them the ſaid *C. H.* and *C. J.* their Heirs and Aſſigns for ever; *in Truſt* neverthleſs, and for the ſole Benefit of the ſaid *C. H.* his Executors, Adminiſtrators and Aſſigns, *under* and ſubject to a Proviſo to be void if the ſaid *A. B.* ſhould pay or cauſe to be paid unto the ſaid *C. H.* his Executors, Adminiſtrators or Aſſigns, the Sum of 2000 *l.* and Intereſt,

reſt, at the Times and Place in Manner as therein is mentioned, as in and by the ſaid recited Indentures of Leaſe and Releaſe, Relation being thereunto had, may more fully and at large appear: *And whereas* by Indenture tripartite, bearing even Date with theſe Preſents, made or mentioned to be made between the ſaid *A. B.* of the firſt Part, the ſaid *A. C.* of the ſecond Part, and *C. H.* and *C. J.* of the third Part *(therein reciting the ſaid herein before recited Indentures of Leaſe and Releaſe; and further reciting as therein recited)* the ſaid *A. B.* in Conſideration of the Sum of 1000 *l.* to him lent and paid by the ſaid *A. C. Did* for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, and by his the ſaid *A. C.*'s Direction and Appointment, to and with the ſaid *C. H.* and *C. J.* their Heirs and Aſſigns, that they the ſaid *C. H.* and *C. J.* their Heirs and Aſſigns, ſhould from thenceforth ſtand ſeiſed of the ſaid Manors, Meſſuages, Lands, Tithes, Hereditaments and Premiſſes by the ſaid recited Indentures of Leaſe and Releaſe conveyed by the ſaid *A. B.* to the ſaid *C. H.* and *C. J.* as before is recited and mentioned, for ſecuring the Payment as well of the Sum of 1000 *l.* unto him the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, at or in, *&c.* in Manner therein mentioned, as of the Sum of 2100 *l.* unto the ſaid *C. H.* his Executors, Adminiſtrators and Aſſigns, according to the Proviſo and Covenant in the ſaid recited Indenture of Releaſe mentioned; and that the ſaid Manors or Lordſhips, Meſſuages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes before mentioned, ſhould not be redeemed or redeemable in Equity by the ſaid *A. B.* his Heirs or Aſſigns; but upon Payment as well of the ſaid 1000 *l.* to the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, as of the ſaid 2100 *l.* unto the ſaid *C. H.* his Executors, Adminiſtrators and Aſſigns, as in and by the ſaid laſt recited Indenture tripartite, Relation being thereunto alſo had, may more fully and at large appear: *Now this Indenture witneſſeth*, that the ſaid *A. B.* for the further and better ſecuring the Payment of the ſaid Sum of 1000 *l.* ſo lent by the ſaid *A. C.* on Security of the ſaid Manors and Premiſſes before mentioned, in the ſaid County of *S.* with lawful Intereſt for the ſame, at the Time and Place, and in Manner as in the ſaid herein laſt before recited Indenture tripartite is mentioned, doth hereby for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, covenant, promiſe, grant and agree to and with the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, that the ſaid Piece or Parcel of Ground, Meſſuage or Tenement and Premiſſes, aſſigned or intended ſo to be by the ſaid *A. B.* to the ſaid *A. C.* by the ſaid herein before recited Indenture, bearing Date the ſaid 27th Day of *March*, &c. ſhall ſtand, remain and be a Security in the Hands of the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, for the further and better ſecuring the Payment of the ſaid Sum of 1000 *l.* and lawful Intereſt for the ſame, at the Time and Place, and in Manner as in the ſaid herein laſt before recited Indenture tripartite mentioned; and that the ſaid Piece or Parcel of Ground, Meſſuage and Premiſſes before mentioned to be ſituate and being in, *&c.* ſhall not be redeemed or redeemable in Equity by the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, but upon Payment as well of the ſaid 1000 *l.* and lawful Intereſt to the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, at the Time and Place in the ſaid herein laſt before recited Indenture tripartite mentioned and appointed, as of the ſaid Sum of 700 *l.* and Intereſt ſo ſecured to the ſaid *A. C.* by the ſaid *A. B.* as herein before is recited. *In Witneſs*, &c.

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## *A Deed of Collateral Security by Demiſe, for better Securing the Payment of an Annuity.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part. *Whereas* by one Bond or Obligation bearing even Date with theſe Preſents, the ſaid *A. B.* is held and firmly bound unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, in the penal Sum of 400 *l.* with Condition there-under written, that if the ſaid *A. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, ſhould well and truly pay or cauſe to be paid unto the ſaid *C. D.* or his Aſſigns, at or in, *&c.* yearly and every Year, during the Term of his natural Life, the Sum of 20 *l.* of lawful Money of *Great Britain* by four equal quarterly Payments, that is to ſay, the Feaſts of, *&c.* without making any Deduction or Abatement, for or in Reſpect of any Parliamentary or other Taxes, Aſſeſſments or Payments whatſoever; the firſt Payment thereof to begin and be made on the Feaſt-day of, *&c.*

now next enſuing the Date hereof; then the ſaid Obligation ſhould be void, as by the ſaid Obligation and Condition, Relation being thereunto had, may more fully and at large appear: *Now this Indenture witneſſeth*, that for the further and better ſecuring to the ſaid *C. D.* or his Aſſigns, the Payment of the ſaid yearly Sum of 20 *l.* for and during the Term of his natural Life, according to the true Intent and Meaning of the Condition of the ſaid recited Obligation as aforeſaid, and in Conſideration of the Surrender of an Aſſignment to the ſaid *A. B.* and his Heirs, of the Reſidue and Remainder of a Term of ninety-nine Years, which did commence from, *&c.* and determined on the ſeveral Deaths of *J. M.* of, *&c.* and *M.* his then Wife (being both dead) and the ſaid *C. D.* and which by Indenture bearing Date, *&c.* and made between the ſaid *J. M.* of the one Part, and the ſaid *C. D.* of the other Part, whereby the like Annuity was ſecured to the ſaid *C. D.* for his natural Life, the ſaid *A. B. Hath* demiſed, granted, ſet and to Farm letten, and by theſe Preſents doth demiſe, grant, ſet and to Farm let unto the ſaid *C. D.* and his Aſſigns, *All* that Meſſuage, *&c. To have and to hold* the ſaid Meſſuage, *&c.* and all and ſingular the ſaid Premiſſes herein before mentioned and intended to be hereby demiſed, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *C. D.* and his Aſſigns, from henceforth, for and during the full End and Term of ninety-nine Years next enſuing, if the ſaid *C. D.* ſhall ſo long live. *Provided* always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that if the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *C. D.* or his Aſſigns, yearly and every Year, for and during the Term of his natural Life, the yearly Sum of 20 *l.* of lawful Money of *Great Britain* upon the ſaid ſeveral Days in the Condition of the ſaid recited Obligation mentioned for Payment thereof, without making any Deduction or Abatement for or in Reſpect of any Parliamentary or other Taxes, Aſſeſſments or Payments whatſoever, as aforeſaid; and if the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, do and ſhall alſo pay and diſcharge all Arrears of the ſaid Annuity, that ſhall happen to be in Arrear and unpaid at the Death of the ſaid *C. D.* unto the Executors or Adminiſtrators of the ſaid *C. D.* then and from thenceforth theſe Preſents, and every Article, Clauſe and Thing herein contained, ſhall ceaſe, determine,

mine, and be utterly void; and theſe Preſents ſhall be delivered up to be cancelled; the ſaid *A. B.* delivering up at the ſame Time the Counter-part. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and grant to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, in Manner following, that is to ſay, that he the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *C. D.* or his Aſſigns, yearly and every Year, for and during the Term of his natural Life, the ſaid yearly Rent or Sum of 20 *l.* of lawful Money of *Great Britain*, upon the ſeveral Days in the Condition of the ſaid recited Obligation appointed for Payment thereof, without making any Deduction or Abatement for or in Reſpect of any Parliamentary or other Taxes, Aſſeſſments or Payments whatſoever, as aforeſaid; *And alſo*, that he the ſaid *A. B.* hath in himſelf good Right, full Power and lawful Authority to demiſe and grant the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, unto the ſaid *C. D.* and his Aſſigns, for and during the ſaid Term of ninety-nine Years; *And alſo* ſhall and will upon the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *C. D.* or his Aſſigns, make, do and execute all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things for the further and better confirming and making abſolute the ſaid Term of ninety-nine Years hereby granted, as by the ſaid *C. D.* or his Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably adviſed or deviſed and required. *And laſtly*, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid *A. B.* his Heirs and Aſſigns, paying the ſaid yearly Sum of 20 *l.* according to the true Intent and Meaning of the Condition of the ſaid recited Obligation, and theſe Preſents, ſhall and may from Time to Time and at all Times hereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned, and intended to be hereby demiſed, and have, receive and take the Rents, Iſſues and Profits thereof, to his and their own Uſe, without the Let, Suit, Interruption or Diſturbance of or by the ſaid *C. D.* or his Aſſigns, or any other Perſon or Perſons whatſoever claiming or to claim by, from or under him, them or any of them. *In Witneſs*, &c.

# Confirmation.

## *A Confirmation of a Mortgage of a Leaſehold Eſtate, by Perſons that purchaſed the Equity of Redemption, in Truſt for the Mortgagee.*

THIS *Indenture tripartite*, made, *&c.* between *G. S. T. U.* and *V. W.* of, *&c.* of the firſt Part, *T. M.* of, *&c.* of the ſecond Part, and *W. C.* of, *&c.* of the third Part. *Whereas* by Indenture of Leaſe, bearing Date, *&c.* (*Here was recited a Leaſe from the ſaid* T. M. *to* T. G. *of a Piece or Parcel of Ground, and a Meſſuage or Tenement erected thereon for a Term of ninety-ſeven Years*) Which ſaid Meſſuage, Ground and Premiſſes, with the Appurtenances, were by Indenture tripartite of Aſſignment and Mortgage, bearing Date, *&c.* aſſigned, transferred and ſet over by the ſaid *T. G.* to the ſaid *W. C.* (being a Perſon nominated by, and in Truſt for the ſaid *T. M.*) for ſecuring unto the ſaid *T. M.* his Executors, Adminiſtrators and Aſſigns, the Payment of the Sum of 200 *l.* and Intereſt, at ſuch Days and Times, and in ſuch Manner as in the ſaid recited Indenture of Aſſignment and Mortgage are appointed for Payment thereof, which ſaid Meſſuage or Tenement is now in the Tenure or Occupation of the ſaid *T. G.* *And whereas* by a certain Deed Poll or Indorſement bearing Date, *&c.* written and indorſed on the back of the ſaid laſt herein before recited Indenture of Mortgage, made to the ſaid *W. C.* *In Truſt* for the ſaid *T. M.* the ſaid *T. G.* did charge the ſaid Meſſuage or Tenement and Premiſſes, with the Payment to the ſaid *T. M.* of the further principal Sum of 31 *l.* 16 *s.* 4 *d.* as by the ſaid recited Indorſement, Relation being thereunto had, may more fully appear: *And whereas M. B.* of, *&c.* by Virtue of divers meſne Acts and Aſſignments in Law, became legally intitled to the Equity of Redemption of the ſaid Meſſuage or Tenement, Ground and Premiſſes herein before mentioned, with the Appurtenances, for the Remainder of the ſaid Term of ninety-ſeven Years; ſubject nevertheleſs to the Payment of the ſaid Mortgage herein before mentioned, made to the ſaid *W. C.*

in Truſt for the ſaid *T. M.* as in and by the ſaid ſeveral herein before recited Indentures of Leaſe, Mortgage, Deed Poll and Aſſignment, Relation being thereunto had, may more fully and at large appear: *And whereas* the ſaid *G. S. T. U.* and *V. W.* have purchaſed the ſaid Meſſuage or Tenement of the ſaid *M. B.* and the ſame (among others) are, by Deed of Aſſignment bearing even Date with theſe Preſents, aſſigned by the ſaid *M. B.* to the ſaid *G. S. T. U.* and *V. W.* ſubject to the Mortgage aforeſaid aſſigned: *And whereas* they have this Day paid to the ſaid *T. M.* the ſaid 31 *l.* 16 *s.* 4 *d.* and all Intereſt now due upon the ſaid Mortgage, amounting together to the Sum of 56 *l.* 19 *s.* and are willing that the ſaid 200 *l.* ſhall ſtill remain a Charge upon the ſaid mortgaged Eſtate: *Now this Indenture witneſſeth*, that for and in Conſideration of the ſaid Sum of 200 *l.* ſo due to the ſaid *T. M.* as aforeſaid, they the ſaid *G. S. T. U.* and *V. W.* *Have* ratified and confirmed, and by theſe Preſents *Do* ratify and confirm unto the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, *All* the ſaid Meſſuage or Tenement and Ground, and all and ſingular other the Premiſſes above mentioned, with the Appurtenances; *To have and to hold* the ſaid Meſſuage or Tenement and Ground, and all and ſingular the Premiſſes, with the Appurtenances, unto the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of ninety-ſeven Years yet to come and unexpired; *In Truſt* nevertheleſs for the ſaid *T. M.* his Executors, Adminiſtrators and Aſſigns: *Provided* always, and theſe Preſents are upon this Condition, that if the ſaid *G. S. T. U.* and *V. W.* or any of them, their or any of their Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *T. M.* his Executors, Adminiſtrators or Aſſigns, the Sum of 210 *l.* of lawful Money of *Great Britain*, in Manner and Form following, that is to ſay, the Sum of 5 *l.* Part thereof, on the —— day —— next enſuing the Date hereof; and the further Sum of 205 *l.* Reſidue of the ſaid Sum of 210 *l.* on the —— Day of —— which ſhall be in the Year, *&c.* without any Deduction, Defalcation or Abatement whatſoever, for or in Reſpect of any Parliamentary or other Taxes, Charges or Aſſeſſments whatſoever; that then the ſaid *T. M.* his Executors, Adminiſtrators or Aſſigns, ſhall and will at the Coſts and Charges of the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, cauſe and procure the ſaid *W. C.*

his Executors, Adminiſtrators or Aſſigns, to convey and aſſign the ſaid Meſſuage or Tenement, and all his Right, Title and Intereſt in and to the ſame, unto the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, or to any other Perſon or Perſons as they ſhall direct or appoint, for and during all the Reſt, Reſidue and Remainder of the ſaid Term, which ſhall be then to come and unexpired, free from all Incumbrances done or ſuffered by him or them; *And* the ſaid *G. S. T. U.* and *V. W.* for themſelves jointly and ſeverally, and for their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, do hereby covenant, promiſe and agree to and with the ſaid *T. M.* his Executors, Adminiſtrators and Aſſigns, that they the ſaid *G. S. T. U.* and *V. W.* their Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *T. M.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 210 *l.* on the ſeveral Days and Times in and by the above-written Proviſo or Condition limited and appointed for Payment thereof, without any Deduction, Defalcation or Abatement whatſoever, according to the true Intent and Meaning of the ſaid Proviſo or Condition. *In Witneſs*, &c.

P.

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# Covenants.

## *Covenants of Separation*, &c. *with a Letter of Attorney.*

The Husband covenants to permit his Wife to live ſeparate.

AND the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and agree to and with the ſaid *C. D.* and *E. F.* their Heirs, Executors and Adminiſtrators, by theſe Preſents, that he the ſaid *A. B.* ſhall and will at all Times from henceforth, during the joint Lives of the ſaid *A. B.* and *M.* his Wife, permit and ſuffer the ſaid *M.* the Wife of the ſaid *A. B.* to live ſeparate and a-part, and not to cohabit with him as his Wife, but to live and dwell a-part from and without him, whereſoever to her ſhall ſeem moſt meet and convenient; *And* that he the ſaid *A. B.* ſhall not, nor will at any Time

Not to require any conjugal Rights of her, without her Conſent in Writing, nor to bring any Suit to compel his Wife to cohabit with him, &c.

Time hereafter, exerciſe, take, require, claim or demand any conjugal Rights, Duties or Privileges of, from or over her the ſaid *M.* the Wife of the ſaid *A. B.* without the free Conſent of her the ſaid *M.* the Wife of the ſaid *A. B.* firſt had and obtained in Writing under her Hand and Seal, declaring ſuch free Conſent, atteſted by three or more credible Witneſſes; *And* he the ſaid *A. B.* ſhall not, nor will at any Time or Times hereafter, bring or cauſe to be brought, or promote or encourage any Suit or Proſecution in any temporal or ſpiritual Court whatſoever within this Realm, againſt her the ſaid *M.* the Wife of the ſaid *A. B.* ſolely, or againſt him the ſaid *A. B.* and the ſaid *M.* his Wife, to enforce or compel her to cohabit with him, or to perform conjugal Rights or Duties with him, or to enforce and compel mutual Cohabitation and Performance of conjugal Rights and Duties together; *And* that he the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, ſhall and will, from Time to Time and at all Times hereafter, peaceably and quietly permit and ſuffer the ſaid *M.* the Wife of the ſaid *A. B.* or her Aſſigns, during the Term of her natural Life, to receive, have, hold, occupy and enjoy to her and their own ſole, proper and ſeparate Uſe and Benefit, excluſive of and without the Intermeddling or Interpoſing, and without the Let, Suit, Trouble, Moleſtation, Claim, Denial or Demand of the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, and with full Power and Authority for the ſaid *M.* the Wife of the ſaid *A. B.* whether married or ſole, to give, grant, ſell, deviſe, bequeath and diſpoſe to any Perſon or Perſons whatſoever, by any Writing or Writings under her Hand and Seal, to be atteſted by two or more credible Witneſſes, as well all and ſingular the real Eſtate, Manors, Meſſuages, Lands, Tenements, Rents and Hereditaments, of any Eſtate of Inheritance, or for Term of Life or Lives, of which the ſaid *M.* the Wife of the ſaid *A. B.* now is, or any Perſon or Perſons in her Right, or in Truſt for her, or to her Uſe, is or are ſeiſed, or which ſhall at any Time hereafter deſcend or come unto her, or to any Perſon or Perſons in Truſt for her, or be purchaſed or acquired by the ſaid *M.* the Wife of the ſaid *A. B.* or by any Perſon or Perſons in Truſt for her, and the Rents, Iſſues and Profits thereof, and the Intereſt, Increaſe and Produce thereof, and of every Part thereof; as alſo all ſuch perſonal Eſtate, and the Intereſt, Increaſe and Produce thereof, and all Goods and Chattels real and perſonal, of what Nature, Sort, Kind or Quality

To permit his Wife, during her Life, to enjoy to her ſeparate Uſe, &c. and with Power for her, whether married or ſole, to give, &c. as well the real Eſtate, of which ſhe, or any Perſon in Truſt for her, is ſeiſed, or which ſhall come to her or any Perſon in Truſt for her, or be purchaſed, &c. and the Rents thereof; as alſo all ſuch perſonal Eſtate, and the Produce thereof, which ſhe or any Perſon in Truſt for her, is now poſſeſſed of, &c.

Quality ſoever, which the ſaid *M.* the Wife of the ſaid *A. B.* or any Perſon or Perſons in her Right, or in Truſt for her, or to her Uſe, is or are now poſſeſſed of, intereſted in or intitled unto, and the Intereſt, Increaſe and Produce thereof, and which the ſaid *M.* the Wife of the ſaid *A. B.* during her Life, either by herſelf or by any other Perſon or Perſons whatſoever, appointed in Truſt for her or for her Uſe and Benefit, ſhall acquire and obtain, or to which ſhe ſhall or may be any ways intitled either in Law or Equity: *And further alſo*, that the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, ſhall and will at any Time and Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *M.* the Wife of the ſaid *A. B.* her Heirs or Aſſigns, convey, aſſure, releaſe, aſſign, transfer and ſet over, for the Purpoſes aforeſaid, *All* and ſingular the real Eſtate, Manors, Meſſuages, Lands, Tenements, Rents and Hereditaments, of any Eſtate of Inheritance, or for Term of Life or Lives, of which the ſaid *M.* the Wife of the *A. B.* is now ſeiſed, or any Perſon or Perſons in her Right, or in Truſt for her or to her Uſe, is or are ſeiſed; and all his Eſtate, Right, Title and Intereſt in the ſame Hereditaments to ſuch Perſon or Perſons, and to his, her or their Heirs and Aſſigns, and for ſuch Eſtate and Eſtates as the ſaid *M.* the Wife of the ſaid *A. B.* ſhall by any Writing or Writings under her Hand and Seal, to be atteſted by two or more credible Witneſſes, direct and appoint.

The Huſband at the Requeſt and Coſts of his Wife to convey all her Eſtate to ſuch Perſon, &c. as ſhe ſhall appoint.

*And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth further covenant and agree to and with the ſaid *C. D.* and *E. F.* their Executors and Adminiſtrators by theſe Preſents, that he the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, ſhall and will at all Times hereafter, peaceably and quietly permit and ſuffer the ſaid *M.* the Wife of the ſaid *A. B.* her Executors, Adminiſtrators and Aſſigns, according to the Agreement herein before mentioned, to have, take, poſſeſs and enjoy to her and their own ſole, proper and ſeparate Uſe and Benefit, excluſive of and without the intermedling or interpoſing, and without the Let, Suit, Trouble, Moleſtation, Claim or Demand of him the ſaid *A. B.* his Executors or Adminiſtrators, all and every Legacy, Legacies, Sum and Sums of Money whatſoever, given to her, or in Truſt for her, or for her Uſe and Benefit, in and by the Will, and by the ſaid Codicil of the ſaid *O. P.* deceaſed, and alſo given to her, or in Truſt for her, or for her Uſe and Benefit, in and by the ſaid Laſt Will and Teſtament of the ſaid *Q. P.* her Mother

The Huſband covenants to permit his Wife to enjoy to her ſeparate Uſe, all Legacies given to her, &c.

ther as aforeſaid, and the Intereſt, Produce and Increaſe now due and payable, or to be hereafter due and payable for the ſame; and alſo the ſaid Annuity or yearly Rent-Charge of 100 *l.* herein before granted to or in Truſt for her as aforeſaid, and alſo one Necklace of Diamonds in Number fifty or thereabouts, and one Pair of Diamond Pendants or Ear-rings, and one Diamond Buckle for a Girdle, and one Gold Watch, with the Gold Chain and Appurtenances thereunto belonging. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and agree to and with the ſaid *C. D.* and *E. F.* their Executors and Adminiſtrators, by theſe Preſents, that he the ſaid *A. B.* his Executors and Adminiſtrators, ſhall and will peaceably and quietly permit and ſuffer the ſaid *M.* the Wife of the ſaid *A. B.* from Time to Time, and at all Times during the Term of her natural Life, notwithſtanding her Coverture, to give, grant, ſell, bequeath, lend and place out at Intereſt, and diſpoſe of all or any Part or Parts of all or any ſuch Goods and Chattels and perſonal Eſtate, of which the ſaid *M.* the Wife of the ſaid *A. B.* or any Perſon or Perſons for her Uſe, or in Truſt for her, is, are or ſhall be poſſeſſed of, intereſted in or intitled unto at the Day of the Execution of theſe Preſents, or at any Time hereafter, to ſuch Perſon or Perſons, and in ſuch Manner and Form, and for ſuch Uſes, Ends, Intents and Purpoſes, and under and ſubject to ſuch Truſts, Limitations, Charges and Appointments, as to the ſaid *M.* the Wife of the ſaid *A. B.* in her Diſcretion ſhall ſeem meet and convenient, whether ſuch Diſpoſition ſhall be by Gift or Sale thereof in Writing, or by Parol only, or by Deviſe thereof, or by her laſt Will and Teſtament in Writing, or by any Writing by her to be ſigned, purporting her laſt Will and Teſtament, or by any nuncupative or parol Will, or Deviſe thereof, or in any other Manner whatſoever; and ſhall in like Manner permit and ſuffer all and every ſuch Perſon and Perſons, to whom any ſuch Goods, Chattels and perſonal Eſtate ſhall be by the ſaid *M.* the Wife of the ſaid *A. B.* ſo as aforeſaid diſpoſed, given, granted, beſtowed or bequeathed, peaceably and quietly to have, receive, hold and enjoy the ſame according to the very Deſign, Intent and Purpoſe of the ſaid *M.* the Wife of the ſaid *A. B.* declared in ſuch reſpective Diſpoſitions, Sales, Gifts, Bequeſts and Deviſes thereof, without any Let, Suit, Trouble, Moleſtation or Diſturbance of or by the ſaid *A. B.* his Executors or Adminiſtrators. *And further*, in Caſe the ſaid *M.*

And alſo an Annuity, Diamond Necklace, &c.

To permit his Wife from Time to Time, &c. to ſell, bequeath, lend and place out at Intereſt all or any ſuch perſonal Eſtate of which ſhe, or any Perſon in Truſt for her, &c. is poſſeſſed of.

And to permit ſuch Perſon, to whom ſuch perſonal Eſtate ſhall be given, quietly to enjoy the ſame.

*M.* the Wife of the ſaid *A. B.* ſhall happen to depart this Life, living the ſaid *A. B.* and ſhall have made her laſt Will and Teſtament, or any other Writing purporting to be her laſt Will and Teſtament as aforeſaid, and nominated, conſtituted and appointed any Perſon or Perſons Executor or Executors thereof, *Then* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth further covenant and agree to and with the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that the ſaid *A. B.* ſhall in like Manner not only conſent, permit and ſuffer ſuch Perſon or Perſons ſo nominated and appointed Executor or Executors by the ſaid *M.* the Wife of the ſaid *A. B.* as aforeſaid, to exhibit and prove the ſame as a true, good and valid Will in any Spiritual or Eccleſiaſtical, or other Court having or pretending Power of Probate of Wills, and to aſk, demand and obtain Adminiſtration thereof and thereon, and ſhall in like Manner permit and ſuffer ſuch Executor or Executors to execute ſuch laſt Will and Teſtament, according to the true Intent and Meaning of the ſaid *M.* the Wife of the ſaid *A. B.* and that without the Let, Hindrance, Interruption, Denial or Diſturbance of or by the ſaid *A. B.* his Executors or Adminiſtrators, but alſo ſhall and will, at the Requeſt, Coſts and Charges of ſuch Perſon or Perſons ſo nominated and appointed Executor or Executors thereof, do any Act or Acts to teſtify ſuch his Conſent, and to rectify and eſtabliſh the ſame. *And further*, in Caſe the ſaid *M.* the Wife of the ſaid *A. B.* ſhall happen to die inteſtate, living the ſaid *A. B.* that then the ſaid *A. B.* his Executors and Adminiſtrators, ſhall and will, at the Requeſt and Coſts of the next of Kindred of the ſaid *M.* the Wife of the ſaid *A. B.* renounce all his Right and Title to the Adminiſtration to the ſaid *M.* his Wife, by ſuch proper Act or Acts, Proxy or Proxies, as by the Eccleſiaſtical Laws of this Kingdom are requiſite and neceſſary for that Purpoſe; and alſo that he the ſaid *A. B.* his Executors and Adminiſtrators ſhall and will in like Manner permit and ſuffer Adminiſtration of all and ſingular the Goods and Chattels and perſonal Eſtate of the ſaid *M.* his Wife, to be granted to her next or neareſt of Kindred, or to ſuch other Perſon or Perſons who ſhall upon the Renunciation of the ſaid *A. B.* have a Right to the ſame, (other than and except the ſaid *A. B.*) and ſhall likewiſe permit and ſuffer the Adminiſtrator or Adminiſtrators of the ſaid *M.* the Wife of the ſaid *A. B.* to have, hold, poſſeſs, receive and enjoy to his, her or their own

Uſe

If the Wife dies, &c. and ſhall have made her Will, and appointed an Executor, then the Huſband covenants not only to permit ſuch Executor to prove the ſame as a good Will, &c. and to permit ſuch Executor to execute ſuch Will, but alſo at the Requeſt and Coſt of ſuch Executor to do any Act to eſtabliſh the ſame.

If the Wife dies inteſtate, the Huſband, at the Requeſt and Coſts of her next Kindred, to renounce his Right of Adminiſtration.

And permit Adminiſtration of her Eſtate to be granted to her next Kindred, &c.

And permit her Adminiſtrator to enjoy all her perſonal Eſtate.

Uſe and Benefit, excluſive of and without the Let, Claim, Suit, Moleſtation or Interruption of the ſaid *A. B.* his Executors or Adminiſtrators, and without any Account to be rendered or given to the ſaid *A. B.* his Executors or Adminiſtrators, all and ſingular the Goods, Chattels and perſonal Eſtate of the ſaid *M.* the Wife of the ſaid *A. B.* or which any Perſon or Perſons whatſoever ſhall be intereſted in or poſſeſſed of in Truſt for her, or which ſhe ſhall leave or be intitled unto at the Day of her Death. *And further*, that the ſaid *A. B.* his Executors and Adminiſtrators ſhall and will at any Time, and at all Times hereafter, during the Life of the ſaid *M.* his Wife, at the Requeſt, Coſts and Charges in the Law of the ſaid *M.* his Wife, do permit, ſuffer, ſeal and execute all and every ſuch other and further reaſonable Act and Acts, Thing and Things, Aſſurance and Aſſurances in the Law whatſoever, for the further, better and more perfect granting, releaſing, eſtabliſhing, confirming and corroborating of all and every the Matters, Things, Covenants and Agreements in theſe Preſent contained, on the Part and Behalf of the ſaid *A. B.* his Executors and Adminiſtrators to be done, kept and performed, according to the true Intent and Meaning of theſe Preſents, as ſhall be by the Counſel of the ſaid *M.* the Wife of the ſaid *A. B.* from Time to Time adviſed or deviſed and required.

Covenant for further Aſſurance.

Letter of Attorney.

*And* the ſaid *A. B.* for the Conſideration aforeſaid, and the better to enable the ſaid *M.* his Wife to manage, poſſeſs, enjoy, receive and recover her real and perſonal Eſtate, and the Rents, Iſſues, Profits, Intereſt and Produce thereof, by theſe Preſents agreed to be by her enjoyed for her ſole and ſeparate Uſe as aforeſaid, and for divers other good Cauſes and Conſiderations him hereunto moving, *Hath* made, conſtituted, appointed and deputed, and by theſe Preſents *Doth* make, conſtitute, appoint and depute, and in his Place and Stead put the ſaid *M.* his Wife, *C. D.* and *E. F.* their Executors and Adminiſtrators, his Attorney or Attornies, irrevocably, jointly or ſeverally, in the Name of the ſaid *A. B.* his Executors or Adminiſtrators, and at the Coſts and Charges in all Things of the ſaid *M.* the Wife of the ſaid *A. B.* her Executors and Adminiſtrators, but to the ſole and ſeparate Uſe of the ſaid *M.* the Wife of the ſaid *A. B.* excluſive of the ſaid *A. B.* as aforeſaid, at any Time or Times hereafter to demand, require, receive and take all and all Manner of Debts, Duties, Legacy and Legacies, Rent and Rents, Sum and Sums of Money due or hereafter to be due and payable unto the ſaid *M.* the Wife of the ſaid *A. B.* by any Perſon or Perſons whatſoever, for any Matter, Cauſe or Thing whatſoever, according to the true Intent and Meaning of theſe Preſents and of the Agreement herein contained, and upon the Receipt thereof, in the Name of the ſaid *A. B.* to make and give Acquittances or other Diſcharges for the ſame, and to bring, ſue, commence and proſecute, and alſo to defend all and every Action and Actions, Suit and Suits whatſoever, that ſhall at any Time hereafter be ſued, proſecuted, commenced or brought for or about, or any ways relating to or concerning the ſaid Lands and Hereditaments herein before agreed to be enjoyed by the ſaid *M.* the Wife of the ſaid *A. B.* for her ſeparate Uſe as aforeſaid, or any Part or Parts thereof, or for the Recovery of the Rents, Iſſues and Profits thereof, or for or about, or any ways relating to or concerning the ſaid Legacy and Legacies, Sum and Sums of Money, Jewels, and all other perſonal Eſtate herein before agreed to be enjoyed by the ſaid *M.* the Wife of the ſaid *A. B.* for her ſeparate Uſe as aforeſaid, or any Part or Parts thereof, or for the Recovery thereof, and alſo to enter and make any Entry or Entries into or upon, and to demand, ſue for, diſtrain, recover, receive and get, in the Name of the ſaid *A. B.* and at the Coſts and Charges in all Things of the ſaid *M.* the Wife of the ſaid *A. B.* but for the ſole and ſeparate Uſe of the ſaid *M.* the Wife of the ſaid *A. B.* as aforeſaid, without any Account to be therefore given to the ſaid *A. B.* his Executors or Adminiſtrators, *All* ſuch Lands, Tenements and Hereditaments, and the Rents, Iſſues and Profits thereof, and all ſuch Legacy and Legacies, Sum and Sums of Money, Goods, Chattels and perſonal Eſtate, and alſo the ſaid Annuity or yearly Rent-Charge of 100 *l.* which are herein before agreed to be enjoyed by the ſaid *M.* the Wife of the ſaid *A. B.* to her ſeparate Uſe as aforeſaid. *And* the ſaid *A. B.* doth by theſe Preſents give and grant unto the ſaid *M.* his Wife, *C. D.* and *E. F.* their Executors and Adminiſtrators, jointly and ſeverally, full Power and Authority in the Premiſſes aforeſaid, in the Name of the ſaid *A. B.* but at the Coſts and Charges in all Things of the ſaid *M.* the Wife of the ſaid *A. B.* to arreſt, ſue, implead, impriſon and diſcharge any Perſon or Perſons whatſoever, and alſo to acquit, releaſe, agree or compound with any Perſon or Perſons for or by Reaſon of the Premiſſes aforeſaid, and alſo to do, perform and execute all and every Matter and Thing whatſoever, which ſhall be requiſite and neceſſary in or about the

Premiſſes aforeſaid, as fully to all Intents and Purpoſes whatſoever, as he the ſaid *A. B.* could or might do if he was perſonally preſent; the ſaid *A. B.* being from Time to Time and at all Times ſaved and kept harmleſs as herein after mentioned. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and agree to and with the ſaid *C. D.* and *E. F.* their Executors and Adminiſtrators by theſe Preſents, that he the ſaid *A. B.* ſhall not nor will at any Time hereafter revoke, determine or annul this preſent Letter of Attorney, or the Powers or Authorities thereby given to the ſaid *M.* the Wife of the ſaid *A. B.* *C. D.* and *E. F.* *And* the ſaid *C. D.* and *E. F.* for themſelves ſeverally, and for their ſeveral Heirs, Executors and Adminiſtrators, do, and each of them doth ſeverally covenant and agree to and with the ſaid *A. B.* his Executors and Adminiſtrators by theſe Preſents, that the ſaid *M.* the Wife of the ſaid *A. B.* ſhall and will at all Times from henceforth during the joint Lives of the ſaid *A. B.* and *M.* his Wife, permit and ſuffer the ſaid *A. B.* to live ſeparate and apart, and not to cohabit with her as her Huſband, but to live and dwell apart from her; *And* that the ſaid *M.* the Wife of the ſaid *A. B.* ſhall not nor will at at any Time or Times hereafter take, require, claim or demand any conjugal Rights or Duties of or from him the ſaid *A. B.* without the free Conſent of him the ſaid *A. B.* firſt had and obtained in Writing under his Hand and Seal, declaring ſuch free Conſent atteſted by three or more credible Witneſſes; *And* that ſhe the ſaid *M.* the Wife of the ſaid *A. B.* ſhall not nor will at any Time hereafter bring or cauſe to be brought, or promote or encourage any Suit or Proſecution in any Temporal or Spiritual Court whatſoever within this Realm againſt him the ſaid *A. B.* ſolely, or againſt the ſaid *A. B.* and *M.* his Wife, to enforce and compel him to cohabit with her, or perform conjugal Rights or Duties with her, or to enforce and compel mutual Cohabitation and Performance of conjugal Rights and Duties together. *And* the ſaid *C. D.* and *E. F.* for themſelves ſeverally, and for their ſeveral Heirs, Executors and Adminiſtrators, do and each of them doth ſeverally covenant and agree to and with the ſaid *A. B.* his Executors and Adminiſtrators by theſe Preſents, that the ſaid *C. D.* and *E. F.* their Heirs, Executors or Adminiſtrators, or ſome or one of them, ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, and every of them,

The Huſband covenants not to revoke this Letter of Attorney.

The Truſtees covenant that the Wife ſhall permit her Huſband to live ſeparate.

And not require any conjugal Rights of him without his Conſent in Writing.

That ſhe ſhall not bring any Suit to compel him to cohabit with her, &c.

To indemnify the Huſband againſt all Debts, &c. of the Wife.

And from all Actions, Suits, &c.

and his and their, and every of their Goods and Chattels, Manors, Lands and Hereditaments of, from and againſt all Debts, Duties, Monies, Treſpaſſes, Contracts, Obligations and Charges whatſoever of her the ſaid *M.* the Wife of the ſaid *A. B.* already done, had, made, contracted or entred into, or at any Time or Times hereafter, during the Continuance of the Separation hereby intended and agreed, to be had, done, made, contracted or entred into by her, and of and from all and all Manner of Actions, Suits, Troubles, Coſts, Loſſes, Damages, Expences, Charges, Claims and Demands whatſoever, which ſhall or may any wiſe ariſe, happen or accrue to or be commenced, ſued, proſecuted or recovered againſt the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or any of them, or his or their Eſtate or Eſtates, for or by Reaſon or Means of any ſuch Debts, Duties, Contracts, Monies, Treſpaſſes, Obligations or Charges of the ſaid *M.* the Wife of the ſaid *A. B.* or under Colour or Pretence thereof.

The Wife nor her Executors, &c. to bring any Action to recover Dower.

*And further alſo*, if it ſhall happen that the ſaid *A. B.* ſhall depart this Life, living the ſaid *M.* his Wife, that then neither the ſaid *M.* the Wife of the ſaid *A. B.* nor her Executors or Adminiſtrators, or any other Perſon or Perſons whatſoever by her or their Aſſent, Conſent, Knowledge, Privity, Means or Procurement, ſhall claim or bring, or cauſe to be brought any Action or Actions, Suit or Suits in any Court whatſoever againſt the Heirs or Aſſigns of the ſaid *A. B.* or againſt any other Perſon or Perſons whatſoever, to recover Dower or Thirds at the Common Law, or to have any Account, Recompence, Damages, or Satiſfaction of or for Dower or Thirds at the Common Law, in, to or out of any the Manors, Meſſuages, Lands, Tenements or Hereditaments of the ſaid *A. B.* or whereunto the ſaid *A. B.* ever had or hereafter ſhall have any Right, Title, Intereſt, Property or Seiſin whatſoever.

If the Huſband dies inteſtate, &c. the Wife, or any Perſon claiming under her, not to claim Adminiſtration of his perſonal Eſtate, &c.

*And alſo* if the ſaid *A. B.* ſhall die inteſtate, living the ſaid *M.* his Wife, that then the ſaid *M.* the Wife of the ſaid *A. B.* or any Perſon or Perſons whatſoever claiming by, from or under her, ſhall not aſk, ſue for, challenge, claim, demand or take upon her, them or any of them, or pretend to have Adminiſtration of and to the Goods and Chattels, Rights and Credits, and perſonal Eſtate of the ſaid *A. B.* or any Right, Title, Intereſt, Share or Proportion of, in or to his perſonal Eſtate, or any Part thereof, by Virtue of the Statute of Diſtribution of Inteſtates Eſtates, or by any Uſage or Cuſtom, or otherwiſe howſoever. *And* that the ſaid *M.* the Wife of the ſaid *A. B.* and

The Wife and all Perſons claiming under her to permit Adminiſtration of his perſonal Eſtate to be granted to his neareſt Kindred, &c.

And to permit ſuch Adminiſtrator to enjoy all his perſonal Eſtate, &c.

The Wife to make further Aſſurance.

To indemnify the Huſband from all Acts, &c. to be done by the Wife or Truſtees as Attornies, &c.

all and every Perſon and Perſons whatſoever, claiming or to claim by, from or under the ſaid *M.* the Wife of the ſaid *A. B.* ſhall and will permit and ſuffer Adminiſtration of all and ſingular the Goods and Chattels, Rights and Credits and perſonal Eſtate of the ſaid *A. B.* to be granted to his next and neareſt of Kindred, or to ſuch other Perſon or Perſons who ſhall claim Right or Title to the ſame (other than to the ſaid *M.* the Wife of the ſaid *A. B.* or to any Perſon or Perſons claiming or to claim by, from or under her); *And* ſhall and will peaceably and quietly permit and ſuffer ſuch Adminiſtrator or Adminiſtrators of the ſaid *A. B.* to have, poſſeſs, receive and enjoy to his and their own proper Uſe, Benefit and Behoof, all and ſingular the Goods, Chattels, Rights, Credits and perſonal Eſtate whatſoever of the ſaid *A. B.* or of which any Perſon or Perſons whatſoever ſhall be intruſted for him, or which he ſhall leave or be intitled unto at the Time of his Death, without the Let, Claim, Suit, Interruption, Moleſtation, Denial or Demand of the ſaid *M.* the Wife of the ſaid *A. B.* or of any other Perſon or Perſons whatſoever claiming or to claim by, from or under her, and without any Account to be therefore rendered or given to the ſaid *M.* the Wife of the ſaid *A. B.* or to any other Perſon or Perſons whatſoever claiming or to claim by, from or under her. *And further*, that the ſaid *M.* the Wife of the ſaid *A. B.* her Executors and Adminiſtrators ſhall and will at any Time, and at all Times hereafter, at the Requeſt, Coſts and Charges in the Law of the ſaid *A. B.* his Executors or Adminiſtrators, do, permit, ſuffer, ſeal and execute all and every ſuch further and other reaſonable Act and Acts, Thing and Things, Aſſurance and Aſſurances in the Law whatſoever, for the further, better and more perfect Granting, Releaſing, Eſtabliſhing, Confirming and Corroborating of all and every the Matters, Things, Covenants and Agreements herein contained, on the Part and Behalf of the ſaid *M.* the Wife of the ſaid *A. B.* her Executors and Adminiſtrators, to be done, kept and performed according to the true Intent and Meaning of theſe Preſents, as ſhall by the Counſel of the ſaid *A. B.* his Executors or Adminiſtrators from Time to Time be adviſed, deviſed or required. *And* the ſaid *C. D.* and *E. F.* for themſelves ſeverally, and for their ſeveral Heirs, Executors and Adminiſtrators, do and each of them doth ſeverally further covenant and agree to and with the ſaid *A. B.* his Heirs, Executors and Adminiſtrators by theſe Preſents, that the ſaid *C. D.* and *E. F.*

their Heirs, Executors or Adminiſtrators, or ſome or one of them, ſhall and will from Time to Time and at all Times hereafter ſave, defend and keep harmleſs and indemnified the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, and his, their and every of their Goods and Chattels, Lands and Tenements, of and from all and all Manner of Acts, Deeds, Matters and Things whatſoever, to be at any Time or Times hereafter committed or done by the ſaid *M.* the Wife of the ſaid *A. B. C. D.* and *E. F.* or by any of them, their or any of their Executors or Adminiſtrators, as Attorney or Attornies appointed and made by the ſaid *A. B.* for the Purpoſes aforeſaid; and of and from all Actions, Suits, Loſſes, Coſts, Charges, Damages and Expences whatſoever, which ſhall or may at any Time or Times hereafter any wiſe ariſe, happen or accrue to, or be ſued, commenced, brought, proſecuted or recovered againſt the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, for or by Reaſon or Means of any Suit or Suits, Action or Actions, Diſtreſs or Diſtreſſes, Act or Acts, Deed or Deeds, or any other Matter, Cauſe or Thing whatſoever, to be at any Time or Times hereafter ſued, brought, commenced, taken, done, committed or ſuffered by the ſaid *M.* the Wife of the ſaid *A. B. C. D.* and *E. F.* or by any of them, their or any of their Executors or Adminiſtrators, as Attorney or Attornies made and appointed by the ſaid *A. B.* for the Purpoſes aforeſaid, or for or by Reaſon of any other Act, Deed, Matter or Thing any ways relating to or concerning any of the real or perſonal Eſtate any way belonging to or to be enjoyed by the ſaid *M.* the Wife of the ſaid *A. B.* her Heirs, Executors or Adminiſtrators, or by any other Perſon or Perſons to whom ſhe ſhall or may give or diſpoſe the ſame, in Purſuance of the Agreement herein contained, unleſs the ſame ſhall be upon Account of the Non-payment of the ſaid Annuity or yearly Rent-charge of 100 *l.* herein before granted to, or to the Uſe of the ſaid *M.* the Wife of the ſaid *A. B.* for her Life, as aforeſaid.

Or by Reaſon of any other Act relating to the real or perſonal Eſtate belonging to, or to be enjoyed by the Wife, &c. in Purſuance of the Agreement herein contained, unleſs for Non-payment of the ſaid Annuity.

## *A Deed of Covenant for an elder Brother to pay his younger Brother's Portion, and all Money due to him for his Maintenance and Education, and to diſcharge an Eſtate from the ſame.*

Recital of the Deed to raiſe the Portion.

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part. *Whereas* by Indenture quadripartite, bearing Date, *&c.* made or mentioned to be made between *B. B.* of, *&c.* and *K.* his Wife, of the firſt Part, *E. F.* of, *&c.* and *J. L.* of, *&c.* of the ſecond Part, *G. H.* of, *&c.* and *J. K.* of, *&c.* of the third Part, and *W. C.* of, *&c.* and *J. M.* of, *&c.* of the fourth Part; and by a Common Recovery thereby covenanted to be ſuffered, and which was accordingly duly ſuffered and perfected, the ſaid *B. B.* did aſſure and convey all and ſingular the Farms, Meſſuages, Lands, Tenements and Hereditaments, late of *J. C.* of, *&c.* deceaſed, ſituate, lying and being in, *&c.* from and immediately after the Deceaſe of the ſaid *B. B. To the Uſe* and Behoof of the ſaid *G. H.* and *J. K.* their Executors, Adminiſtrators and Aſſigns, for and during the full End and Term of 500 Years, *Upon Truſt* that in Caſe there ſhould be one or more Child or Children of the Body of the ſaid *B. B.* on the Body of the ſaid *K.* his then Wife begotten at the Time of the Deceaſe of the ſaid *B. B.* other than and beſides ſuch Iſſue Male of the Body of the ſaid *B. B.* on the Body of the ſaid *K.* to be begotten, who from and after the Determination of the ſaid Term of 500 Years ſhould, for the Time being, be immediately inheritable to the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any of them, by and according to the Limitations therein contained; *Then* upon Truſt that they the ſaid *G. H.* and *J. K.* or the Survivor of them, and his Executors, Adminiſtrators or Aſſigns, ſhould and might, by Sale or Mortgage of the ſaid Term of 500 Years of and in the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo limited to them for the Term of 500 Years, as aforeſaid, or in a competent Part thereof, and by the Rents and Profits thereof, in the mean Time, until ſuch Sale, raiſe and levy the Sum of 4000 *l.* of lawful Money of *Great Britain,* for the Portion or Portions of every ſuch Child and Children, not being immediately inheritable as aforeſaid, to be equally divided between them, Share and Share alike, to be paid unto them in Manner following, (that is to ſay) Unto ſuch younger Son and Sons at their reſpective Ages of twenty-one Years, and unto the Daughter or Daughters, when they ſhall reſpectively attain unto the Age of twenty-one Years, or be married, which ſhall firſt happen; and ſhall and may, out of the Rents, Iſſues and Profits of the ſaid Farms, Meſſuages, Lands, Tenements and Premiſſes ſo limited for 500 Years as aforeſaid, in the mean Time and until the ſaid Portions ſhall be payable reſpectively as aforeſaid, raiſe and levy ſuch Sum and Sums of Money for the Maintenance and Education of ſuch Child or Children, not being inheritable as aforeſaid, as the ſaid *G. H.* and *J. K.* or the Survivor of them, and his Executors, Adminiſtrators or Aſſigns ſhall think meet; the ſame yearly Sum or Sums of Money for Maintenance and Education as aforeſaid, not exceeding the Intereſt of their reſpective Portions, at the Rate of 5 *l. per Cent.* and from and after the Determination of the ſaid Term, *Then* to the Uſe of the firſt and other Son and Sons of the Body of the ſaid *B. B.* on the Body of the ſaid *K.* begotten or to be begotten, and the Heirs Male of the Body or Bodies of ſuch Son and Sons. *And whereas* the ſaid *B. B.* is ſince dead, and has left two younger Sons, *viz. J. B.* and *W. B.* not immediately inheritable to the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or to any Part thereof, and the ſaid *J. B.* having attained his Age of twenty-one Years, received his Portion, and releaſed all his Right and Title to the Lands charged with the Payment thereof; but the ſaid *W. B.* being under the Age of twenty-one Years, *viz.* about —— Years of Age, ſo that his Portion of 2000 *l.* cannot yet be paid to him; and the ſaid Term of 500 Years ſtill continues a Charge upon the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes: *Now this Indenture witneſſeth*, and it is hereby agreed and declared to be the true Intent and Meaning of all the Parties to theſe Preſents, that as ſoon as the ſaid *W. B.* ſhall attain his ſaid Age of twenty-one Years, he the ſaid *A. B.* ſhall pay and diſcharge the ſaid Portion of 2000 *l.* to the ſaid *W. B.* together with all ſuch Sum or Sums of Money as are or ſhall be due to him for his Maintenance and Education in the mean Time, and exonerate and diſcharge the ſaid Eſtate from the ſame. *And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth hereby covenant, promiſe and grant to and with the ſaid *C. D.* his Heirs

That the Father is dead, and left two younger Sons; one having attained his Age of twenty-one Years, has received his Portion; but the other being under Age, his Portion cannot yet be paid.

Covenant to pay the Portion, and all Money due for Maintenance and Education, and to diſcharge the Eſtate from the ſame.

Heirs and Aſſigns, that he the ſaid *A. B.* his Heirs or Aſſigns, ſhall and will, within three Months after the ſaid *W. B.* ſhall attain his full Age of twenty-one Years, well and truly pay or cauſe to be paid unto the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 2000 *l.* in full for his Portion ſettled upon him as aforeſaid, together with all ſuch Sum and Sums of Money as ſhall be due to him for his Maintenance and Education from the Death of his late Father; and well and effectually diſcharge the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes from the ſame, and from any Demand on Account thereof. *In Witneſs*, &c. **P.**

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## *A Deed of Covenants to produce Writings.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part. *Whereas* the ſaid *C. D.* hath purchaſed of the ſaid *A. B.* the Inheritance and Fee-ſimple of the Meſſuages, Lands and Hereditaments herein after mentioned, (that is to ſay) *Of all* that, *&c.* *And whereas* the Deeds and Writings in the Schedule here-under written, do belong to and concern other Lands and Hereditaments of the ſaid *A. B.* as well as thoſe ſold to the ſaid *C. D.* *And whereas* it is mutually agreed by and between the ſaid Parties to theſe Preſents, that the ſeveral Deeds and Writings mentioned and contained in the ſaid Schedule hereunder written, which are now in the Hands of the ſaid *A. B.* ſhall remain, be and continue in the Hands of the ſaid *A. B.* his Heirs and Aſſigns; yet nevertheleſs to be ſhewed forth and produced as is herein after for that Purpoſe mentioned and covenanted: *Now theſe Preſents witneſs*, that in Purſuance of the ſaid Agreement, the ſaid *A. B.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *A. B.* his Heirs and Aſſigns, ſhall and will from Time to Time and at all Times hereafter, at the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *C. D.* his Heirs and Aſſigns, produce and ſhew forth the Deeds, Evidences and Writings, mentioned and contained in the ſaid Schedule, or any of them, in Evidence, at any Trial, Hearing or Examination in any Court of Law or Equity, which ſhall or may happen concerning the ſaid Meſſuages, Lands, Hereditaments and Premiſſes herein before mentioned to have been purchaſed by the ſaid C. D. or any of them, or for the Peruſal of the ſaid C. D. his Heirs or Aſſigns, or any other Perſon or Perſons lawfully claiming or to claim by, from or under the ſaid *C. D.* any Eſtate or Intereſt in the ſaid Meſſuages, Lands, Hereditaments, and Premiſſes, or any of them, purchaſed by the ſaid *C. D.* as aforeſaid, or for the Peruſal of his, their or any of their Counſel learned in the Law, as often as Occaſion ſhall be and require, and as his Counſel ſhall adviſe the ſame. *In Witneſs*, &c.

# Declarations of Truſt.

## *A Declaration of Truſt of a Bond.*

THIS *Indenture tripartite*, made, *&c.* between *A. B.* of, *&c.* of the firſt Part, *C. D.* of, *&c.* of the ſecond Part, and *E. F.* of, *&c.* and *G. H.* of, *&c.* of the third Part. *Whereas* the above-named *A. B.* by his Bond or Obligation, bearing even Date with theſe Preſents, *Did* become bound unto the above-named *E. F.* and *G. H.* in the Penal Sum of —— with Condition thereunder written, reciting, that whereas there was a Marriage intended, by God's Grace, to be ſhortly had and ſolemnized between the above-named *A. B.* and the ſaid *C. D.* *And* that whereas, in Conſideration of the ſaid intended Marriage, the ſaid *A. B* had by Deeds of Leaſe and Releaſe (the Releaſe bearing even Date with the ſaid Bond) ſettled, aſſured and conveyed, or agreed to ſettle, aſſure and convey unto the ſaid *E. F.* and *G. H.* and their Heirs, to the Uſes therein mentioned, divers Manors, Meſſuages, Lands, Tenements and Hereditaments of him the ſaid *A. B.* therein alſo mentioned, and which or great Part thereof, was or were deviſed to him the ſaid *A. B.* and his Heirs, by the laſt Will and Teſtament of Mr.

*B. B.* his Brother deceaſed; in whoſe Will there was a Clauſe or Limitation in the Words, or to the Effect following, *viz.* But I do hereby further declare my Will and Mind to be, that in Caſe my ſaid Brother *A. B.* ſhall happen to depart this Life out of *England*, then and ſuch Caſe, all and ſingular the Manors, Meſſuages, Lands, Tenements and Premiſſes, and all and ſingular other my Eſtate and Eſtates both real and perſonal herein and hereby before given, deviſed and bequeathed unto my ſaid Brother, ſhall and is by me intended to go and belong unto my Nephew *J. K.* the ſecond Son now living of my Brother-in-Law *J. K.* deceaſed, and then and in ſuch Caſe, but not otherwiſe, I give and bequeath the ſame unto my ſaid Nephew *J. K.* his Heirs, Executors, Adminiſtrators and Aſſigns for ever, if he ſhall live to attain the Age of twenty-one Years, and not otherwiſe: *The Condition* of which Obligation was ſuch, that in Caſe the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments ſo ſettled or agreed to be ſettled as aforeſaid, or any of them, ſhould at any Time hereafter be evicted or recovered by the ſaid *J. K.* the Nephew, his Heirs or Aſſigns, by Reaſon or Means of the ſaid recited Clauſe or Limitation in the ſaid Will of the ſaid *B. B.* then if the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, did and ſhould well and truly pay or cauſe to be paid unto the ſaid *E. F.* and *G. H.* their Executors or Adminiſtrators, the full Sum of —— of lawful Money of *Great Britain*, within the Space of —— next after ſuch Eviction or Recovery as aforeſaid, to be laid out and diſpoſed of in ſuch Manner and for ſuch Uſes and Purpoſes as are therein and herein after mentioned or referred to; then the ſaid Obligation to be void, or elſe to remain in full Force and Virtue: *Now theſe Preſents witneſs*, and it is hereby declared and agreed by and between all the Parties to theſe Preſents, to be the true Intent and Meaning of them and every of them, that the ſaid Sum of —— and all and every other Sum and Sums of Money to be recovered upon the ſaid Bond, when the ſame ſhall be received, ſhall be laid out and diſpoſed of by the ſaid *E. F.* and *G. H.* their Executors or Adminiſtrators, in the Purchaſe of Freehold Lands or Hereditaments of Inheritance, with the good Liking and Approbation of the ſaid *A. B.* and *C.* his intended Wife, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor; and that ſuch Freehold Lands and Hereditaments, when purchaſed, ſhall be ſettled, aſſured and conveyed to the ſame Uſes, and ſubjected and made liable to the ſame Conditions, Limitations, Truſts and Contingencies, as the ſaid Eſtate evicted was and is ſettled, aſſured and conveyed, and ſubjected or made liable to, by one Indenture of Releaſe quadripartite, bearing even Date with theſe Preſents, and made or mentioned to be made between the ſaid *A. B.* of the firſt Part, the ſaid *C. D.* of the ſecond Part, the ſaid *E. F.* and *G. H.* of the third Part, and *G. C.* of, *&c.* and *W. J.* of, *&c.* of the fourth Part. *In Witneſs*, &c. **H.**

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## *A Declaration of Truſt of Money laid out in the Purchaſe of* South-Sea *Annuities, in Purſuance of an Order of the Court of Chancery.*

TO *all to whom* theſe Preſents ſhall come, *H. B.* of, *&c.* ſends Greeting. *Whereas* by an Order made on the Hearing of a Cauſe wherein *C. F.* Eſq; an Infant by the ſaid *H. B.* his next Friend, is Plaintiff, and *C. J.* is Defendant, the —— Day of, *&c.* It was amongſt other Things ordered, that the Sum of 200 *l.* Part of the Sum of 3000 *l.* in Caſh in *Eaſt-India* Bonds in the Bank of *England*, ſhould be placed out at Intereſt on Government or other Security, with the Approbation of *A. B.* Eſq; (the Maſter to whom the ſaid Cauſe ſtands referred) in the Name of the ſaid *H. B.* he declaring the Truſt, ſubject to the High Court of Chancery, and the ſaid Maſter was to appoint a Receiver to receive and collect in the Rents of the ſaid Plaintiff's Eſtate: *And whereas* the ſaid Maſter hath appointed the ſaid Defendant *C. J.* to be Receiver of the ſaid Plaintiff's Eſtate (the ſaid Receiver having firſt given Security): *And whereas* the ſaid 200 *l.* was on the —— Day of, *&c.* laid out by the Accountant General of the ſaid Court of Chancery, with the Approbation of the ſaid Maſter, in the Purchaſe of 201 *l.* Old *South-Sea* Annuity Stock, in the Name of the ſaid *H. B.* according to the ſaid Order made on hearing the ſaid Cauſe: *And whereas* the ſaid Maſter, by his Report or Certificate, bearing Date, *&c.* did Certify that the ſaid Receiver had paſſed his Accounts before him, to *Lady-Day*, &c. and that there remained a Ballance in the ſaid Receiver's Hands of 800 *l.* *And whereas* the ſaid Plaintiff did on the —— Day, *&c.* preſent his Petition to the Right Honourable the Maſter of the Rolls, ſetting forth in Subſtance, as is herein before recited; and further ſetting forth, that there was no Direction in the ſaid Order, to whom the ſaid Receiver was to pay his Ballance, it was prayed, that the ſaid Receiver might inveſt the ſaid Sum of 800 *l.* in the Purchaſe of Old *South-Sea* Annuities in the Name of the ſaid *H. B.* and that he might declare the Truſt thereof, ſubject to the Order of the ſaid Court; and that the Receiver might receive the Dividends on the ſaid Annuities purchaſed and to be purchaſed. *Upon hearing* the ſaid Petition, and Counſel for all the ſaid Parties, his Honour did order that the ſaid Receiver ſhould inveſt the ſaid Sum of 800*l.* in the Purchaſe of Old *South-Sea* Annuities in the Name of the ſaid *H. B.* who was to declare the Truſt thereof, ſubject to the further Order of the ſaid Court; and that the ſaid Receiver ſhould from Time to Time lay out and inveſt the Dividends to become due on the ſaid *South-Sea* already purchaſed and to be purchaſed as aforeſaid, and ſhould account for the ſame before the ſaid Maſter. *And whereas* the ſaid *C. J.* the ſaid Receiver, did, in Obedience to the ſaid laſt recited Order on the —— Day of, *&c.* lay out the Sum of 783 *l.* Part of the ſaid Sum of 800 *l.* (the Ballance in his Hands) in the Purchaſe of —— Old *South-Sea* Annuity Stock (including 1 *l.* for the Commiſſion in buying the ſame) in the Name of the ſaid *H. B.* as in and by the ſaid Order, on Hearing, Report, Order and Transfers, Relation being thereunto reſpectively had, may more fully appear: *And whereas* there now ſtands in the Name of the ſaid *H. B.* 1001 *l. South-Sea* Annuity Stock ſo purchaſed as aforeſaid: *Now* I the ſaid *H. B.* in Obedience to the ſaid Orders of the ſaid Court of Chancery, *Do* by theſe Preſents acknowledge and declare, that the ſaid 1001 *l.* Old *South-Sea* Annuity Stock, ſo transferred to me as aforeſaid, or any Part thereof, is not my own Stock, but that my Name in the ſaid Stock is only uſed and made Uſe of *In Truſt*, and to be ſubject to the further Order of the ſaid Court of Chancery. *In Witneſs*, &c.

## *A Declaration of Truſt of Money lent and ſecured on an Eſtate, by Indorſement on a Mortgage, and a Bond.*

W*Hereas* the Right Honourable *L.* Lord Viſcount *Z.* by Indorſement or Deed Poll, bearing even Date with theſe Preſents, made or written on the back of an Indenture of Mortgage, bearing Date, *&c.* *Hath* charged all his Meſſuages, Lands, Tenements and Hereditaments in the ſaid within written Mortgage mentioned, with the Payment of 1000 *l.* with Intereſt for the ſame, after the Rate of 5 *l. per Cent. per Annum*, on the —— Day of —— next enſuing the Date of the ſaid Indorſement or Deed Poll, unto me *G. A.* of, *&c.* and hath alſo given a Bond, bearing even Date with the ſaid Indorſement or Deed Poll, in the penal Sum of 2000 *l.* for the Payment of 1000 *l.* with lawful Intereſt for the ſame, unto me the ſaid *G. A.* on the —— Day of —— next enſuing the Date thereof, according to the ſaid Indorſement or Deed Poll: *Now* I the ſaid *G. A.* do hereby acknowledge and declare, that the ſaid Sum of 1000 *l.* advanced and lent unto the ſaid Lord Viſcount *Z.* upon the ſaid Indorſment or Deed Poll and Bond, was advanced and lent by, and was the proper Money of *J. D.* of, *&c*, and that the Name of me the ſaid *G. A.* is uſed in the ſaid Indorſement or Deed Poll and Bond, *In Truſt* for the ſaid *J. D.* and I do hereby promiſe and agree, that in Caſe I ſhall at any Time or Times hereafter receive the Intereſt for the ſaid 1000 *l.* or ſhall receive the ſaid principal Sum of 1000 *l.* that I will from Time to Time be accountable for, and pay ſuch Intereſt Money, and the principal Sum, when received, unto the ſaid *J. D.* his Executors or Adminiſtrators: *And* I do hereby further promiſe and agree for me and my Heirs, that I will not releaſe, vacate or diſcharge the ſaid Deed Poll or Bond, or releaſe the ſaid Lord Viſcount *Z.* from the ſame, or either of them, without the Conſent of the ſaid *J. D.* under his Hand firſt had and obtained for that Purpoſe. *In Witneſs*, &c.

## *A Declaration of Truſt, whereby* A. B. *and* B. B. *two Mortgagees, declare that* 1000 l. *Part of* 2000 l. *lent on a Mortgage, is the Money of* C. D. *and* B. B. *declares that the remaining* 1000 l. *is the Money of* A. B.

T*O all to whom* theſe Preſents ſhall come, *A. B.* of, *&c.* and *B. B.* of, *&c.* ſend Greeting. *Whereas* by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the —— Day of, *&c.* and the Releaſe bearing even Date herewith, being of four Parts, and made or mentioned to be made between *J. D.* of, *&c.* *W. D.* of, *&c.* of the firſt Part, *R. J.* of, *&c.* of the ſecond Part, the ſaid *A. B.* and *B. B.* of the third Part, and *J. A.* of, *&c.* of the fourth Part (reciting as in the ſaid Indenture of four Parts of Releaſe is recited) in Conſideration of the Sum of 2000 *l.* in the ſaid Indenture of Releaſe mentioned to be paid to the ſaid *R. J.* by the ſaid *A. B.* and *B. B.* and in Conſideration of 5 *s.* a-piece therein alſo mentioned to be paid by the ſaid *A. B.* and *B. B.* to the ſaid *J. D.* and *W. D.* the ſaid *J. D.* and *W. D.* with the Privity and Conſent, and by the Direction and Appointment of the ſaid *R. J.* (teſtified as in the ſaid Indenture of Releaſe is mentioned) did bargain, ſell, alien releaſe and confirm, and the ſaid *R. J.* did grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *A. B.* and *B. B.* and their Heirs and Aſſigns, *All* that Meſſuage or Tenement called, *&c.* with the Appurtenances thereto belonging in the ſaid County of *B.* and ſeveral Caſtles, Manors and Lordſhips, Meſſuages, Mills, Lands, Tenements, Tithes, Hereditaments and Premiſſes in the ſaid County of *B.* in the ſaid Indentures of Leaſe and Releaſe particularly mentioned; *To hold* the ſame unto the ſaid *A. B.* and *B. B.* their Heirs and Aſſigns, to the only Uſe and Behoof of the ſaid *A. B.* and *B. B.* their Heirs and Aſſigns for ever, *under* and ſubject to a Proviſo and Covenant that if the ſaid *R. J.* his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *A. B.* and *B. B.* their Executors, Adminiſtrators or Aſſigns, the Sum of 2000 *l.* and Intereſt, at the Times and Place, and in Manner as in the ſaid recited Indenture of Releaſe is mentioned, that then they the ſaid *A. B.* and *B. B.* their Heirs and Aſſigns, ſhall and will, upon the reaſonable Requeſt, Coſts and Charges of the ſaid *R. J.* his Heirs, Executors, Adminiſtrators or Aſſigns, convey the ſaid Caſtles, Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, by the ſaid Indentures of Leaſe and Releaſe conveyed as aforeſaid, unto the ſaid *R. J.* his Heirs and Aſſigns, or unto ſuch other Perſon or Perſons as he or they ſhall appoint, diſcharged of all Incumbrances to be done by the ſaid *A. B.* and *B. B.* their Heirs, Executors, Adminiſtrators or Aſſigns, as in and by the ſaid Indentures of Leaſe and Releaſe, *&c.* appear: *Now know ye, and theſe Preſents do witneſs,* that the ſaid *A. B.* and *B. B.* do hereby acknowledge and declare, that the Sum of 1000 *l.* Part of the ſaid Sum of 2000 *l.* in the ſaid recited Indenture of Releaſe mentioned to have been paid by the ſaid *A. B.* and *B. B.* unto the ſaid *R. J.* was and is the proper Money of *C. D.* of, *&c.* and was lent and paid by the ſaid *C. D.* and not by them the ſaid *A. B.* and *B. B.* and that the Names of them the ſaid *A. B.* and *B. B.* made Uſe of in the ſaid recited Indentures of Leaſe and Releaſe, as alſo in all other Securities taken for the further, better or otherwiſe ſecuring the ſaid 2000 *l.* were and are made Uſe of *in Truſt* for, and for the Benefit of the ſaid *C. D.* her Executors, Adminiſtrators and Aſſigns, for ſecuring to her the ſaid *C. D.* her Executors, Adminiſtrators and Aſſigns, the Sum of 1000 *l.* Part of the ſaid 2000 *l.* and all Intereſt to grow due for the ſame: *And* as to 1000 *l.* the remaining Part of the ſaid 2000 *l.* in the ſaid recited Indenture of Releaſe mentioned to be paid by them the ſaid *A. B.* and *B. B.* to the ſaid *R. J.* in Manner as therein is mentioned, the ſaid *B. B.* doth hereby acknowledge and declare, that the ſaid laſt mentioned Sum of 1000 *l.* was and is the proper Money of the ſaid *A. B.* and no Part thereof the Money of him the ſaid *B. B.* but that the ſame was lent and paid by him the ſaid *A. B.* and not by the ſaid *B. B.* and that the Name of him the ſaid *B. B.* made Uſe of with him the ſaid *A. B.* in the ſaid recited Indentures of Leaſe and Releaſe, and in all other Securities taken for the further, better or otherwiſe ſecuring the ſaid 2000 *l.* was and is made Uſe of *in Truſt* for and for the only Benefit and Advantage of the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, for ſecuring to him and them the ſaid laſt mentioned Sum of 1000 *l.* Part of the ſaid 2000 *l.* with Intereſt for the ſame 1000 *l.* from henceforth to grow due and payable. *In Witneſs,* &c.

*A De-*

## *A Declaration of Truſt of a Conveyance in Fee by Leaſe and Releaſe.*

T*O all to whom* theſe Preſents ſhall come, *A. B.* of, *&c.* *ſendeth Greeting. Whereas* by Indentures of Leaſe and Releaſe bearing Date reſpectively, *&c.* and made reſpectively between *C. D.* of, *&c.* and *E.* his Wife of the one Part, and the ſaid *A. B.* of the other Part, in Conſideration of the Sum of, *&c.* in the ſaid Indenture of Releaſe, ſaid to be by the ſaid *A. B.* in Hand paid unto the ſaid *C. D.* and *E.* his Wife, or one of them, the ſaid *C. D.* and *E.* his Wife, *Did* convey unto the ſaid *A. B.* and his Heirs, *To hold* unto *A. B.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever, certain Lands and Premiſſes in the Pariſhes of, *&c.* in the ſaid Indentures particularly mentioned and deſcribed; and by the ſame Indenture of Releaſe it was by the Parties thereto declared and agreed, that a Fine *Sur conuzance de droit come ceo, &c.* therein recited to have been acknowledged and levied in *Trinity* Term then laſt paſt, of the ſame, with other Premiſſes, by the ſaid *C. D.* and *E.* his Wife unto the ſaid *A. B.* and his Heirs, ſhould, as to all and every the Lands and Premiſſes by the ſame Indentures of Leaſe and Releaſe conveyed, be and enure to the only proper Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever, as in and by the ſaid Indentures of Leaſe and Releaſe, Relation being thereunto had, may (amongſt other Things therein contained) more fully and at large appear: *Now know ye,* that the ſaid *A. B.* doth hereby declare, that the ſaid Indentures of Leaſe and Releaſe were ſo made and taken to and in the Name of the ſaid *A. B.* *in Truſt* for G. H. of, *&c.* his Heirs and Aſſigns, and that the whole of the ſaid Sum of —— which was the Conſideration Money of the ſaid Conveyance, and in the ſaid Indenture of Releaſe ſaid to be paid by the ſaid *A. B.* was really and truly the proper Money of the ſaid *G. H.* and no Part thereof the proper Money of the ſaid *A. B.* *And therefore* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *G. H.* his Heirs and Aſſigns, and to and with every of them, by theſe Preſents, that at any Time hereafter, at and upon the reaſonable Requeſt, and at the proper Coſts and Charges of the ſaid *G. H.* his Heirs or Aſſigns, or any of them, he the ſaid *A. B.* or his Heirs ſhall and will, at his or their Habitation or Habitations, or Place or Places of Abode, at the Time of ſuch Requeſt to be made, and upon producing to him, her or them the ſaid Indentures of Leaſe and Releaſe, duly execute any proper and reaſonable Deed or Deeds of Conveyance of the ſaid Lands and Premiſſes unto the ſaid *G. H.* his Heirs and Aſſigns, or to ſuch the Heirs or Aſſigns of the ſaid *G. H.* and his, her or their Heirs and Aſſigns, as claiming under or from the ſaid *G. H.* ſhall appear to be intitled to require the ſame, ſo as no further or other Covenant be required or inſerted in ſuch Deed or Deeds of Conveyance as from the ſaid *A. B.* or his Heirs, than that he the ſaid *A. B.* or his Heirs hath not, or have not, at any Time before the Execution of ſuch Deed or Deeds of Conveyance, done, committed or ſuffered any Act or Acts, whereby or by Means whereof the ſaid Lands and Premiſſes, or any of them, or any Part of them, or of any of them, then are or is, or can or may be in any wiſe impeached, charged or incumbered. *In Witneſs,* &c.

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# Defeazances.

### *A Defeazance to take Intereſt Money on a Mortgage at* 4 l. 10 s. per Cent. *inſtead of* 5 l per Cent.

THIS *Indenture* made, *&c.* between *A. C.* of, *&c.* of the one Part, and *A. O.* of, *&c.* of the other Part. *Whereas* by Indenture tripartite, bearing even Date herewith, made or mentioned to be made between the ſaid *A. O.* of the firſt Part, *W. B.* of, *&c.* of the ſecond Part, and the ſaid *A. C.* of the third Part, (reciting as therein is recited) in Conſideration of the Sum of 1500 *l.* therein mentioned to be paid to the ſaid *W. B.* by the ſaid *A. C.* at the Requeſt and Deſire, and for the proper Debt of the ſaid *A. O.* in full of all Monies due and owing from the ſaid *A. O.* to the ſaid *W. B.* on the Security therein recited, and alſo in Conſideration of the further Sum of 500 *l.* therein alſo mentioned to be paid by the ſaid *A.C.* to the ſaid *A.O.* the ſaid *W.B.* at the Requeſt and Deſire of the ſaid *A.O.* (teſtified as therein is mentioned) did bargain, ſell, aſſign, transfer and ſet over, and the ſaid *A.O.* did grant, aſſign, ratify and confirm unto the ſaid *A.C.* his Executors, Adminiſtrators and Aſſigns, *All* that Piece or Parcel of Ground lying and being in, *&c.* abutting and abounding and containing the Dimenſions in the ſaid recited Indenture mentioned, together with the Meſſuage or Tenement and Building thereupon erected and built, with their Appurtenances; *To hold* the ſame Premiſſes, with their Appurtenances, unto the ſaid *A.C.* his Executors, Adminiſtrators and Aſſigns, for all the Reſt, Reſidue and Remainder of the Term of thirty Years, and during all the Term of fifty-nine Years therein recited and mentioned, *under* and ſubject to a Proviſo and Agreement therein contained, that if the ſaid *A.O.* his Executors, Adminiſtrators and Aſſigns, or any of them, ſhall well and truly pay or cauſe to be paid unto the ſaid *A.C.* his Executors, Adminiſtrators or Aſſigns, at or in, *&c.* the full and juſt Sum of 2100 *l.* of lawful Money of *Great Britain* in Manner following, (that is to ſay) 50 *l.* Part thereof upon the —— Day of —— now next enſuing the Date of theſe Preſents, and the full and juſt Sum of 2050 *l.* Reſidue thereof, upon the, *&c.* without making any Defalcation or Abatement thereout or therefrom, as therein is mentioned, that then or at any Time then after he the ſaid *A.C.* his Executors and Adminiſtrators, ſhall and will, upon the reaſonable Requeſt, and at the Coſts and Charges of the ſaid *A.O.* his Executors, Adminiſtrators or Aſſigns, aſſign or otherwiſe convey the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, and Premiſſes before mentioned to be thereby aſſigned, with their Appurtenances, and all his and their Eſtate therein; and then alſo re-aſſign the Policies, whereby the ſaid Meſſuage or Tenement, Buildings and Premiſſes are inſured againſt Fire, unto the ſaid *A.O.* his Executors, Adminiſtrators and Aſſigns, or as he or they ſhall appoint, diſcharged of all Incumbrances to be done by the ſaid *A.B.* his Executors, Adminiſtrators or Aſſigns, as in and by the ſaid recited Indenture tripartite, Relation being thereunto had, may more fully and at large appear: *Now this Indenture witneſſeth,* that the ſaid *A.C.* doth hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe, declare and agree to and with the ſaid *A.O.* his Executors, Adminiſtrators

and

and Aſſigns, by theſe Preſents, that if the ſaid *A. O.* do and ſhall well and truly pay or cauſe to be paid unto the ſaid *A. C.* his Executors, Adminiſtrators or Aſſigns, the yearly Sum of 90 *l.* by equal half-yearly Payments, for and towards Satisfaction of the ſaid Intereſt for the ſaid 2000 *l.* after the Rate of 5 *l. per Cent. per Annum,* or within two Kalendar Months next after the ſame Intereſt ſhall reſpectively grow due and payable, that then he the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time, when and ſo often as the ſame ſhall be ſo paid, and ſo long as the ſaid Mortgage ſhall continue, accept and take the ſaid yearly Sum of 90 *l.* by half-yearly Payments, to be paid within the Time aforeſaid, in Lieu and Stead of, and in full Satisfaction and Diſcharge of the Intereſt for the ſaid 2000 *l.* after the Rate of 5 *l. per Cent. per Annum,* by the ſaid recited Indenture tripartite agreed and limited to be paid as aforeſaid. *In Witneſs,* &c.

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## *A Defeazance upon three Mortgages.*

THIS *Indenture* made, &c. between *A. B.* of, &c. and *B. B.* of, &c. of the one Part, and *C. D.* of, &c. Widow, one of the Daughters of *E. F.* late of, &c. deceaſed, and alſo Siſter and Heir, and Reſiduary Deviſee of *F. F.* late of, &c. deceaſed, of the other Part. *Whereas* by Indenture tripartite, bearing even Date with theſe Preſents, made between *R. S.* of, &c. of the firſt Part, the ſaid *C. D.* of the ſecond Part, and the ſaid *A. B.* of the third Part (reciting as therein is recited) it is witneſſed, that in Conſideration of —— by the ſaid *A. B.* to the ſaid *R. S.* in Hand paid (by the Direction of the ſaid *C. D.* teſtified as therein is mentioned) he the ſaid *R. S.* did grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, *All* that, &c. and all his Right and Title thereto, together with the ſeveral meſne Aſſignments thereof therein recited; *And* the ſaid *C. D.* did thereby ratify and confirm unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, *All* and ſingular the ſaid Lands, Tenements, Hereditaments and Premiſſes, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and

Recital of an Aſſignment of a Mortgage for two Terms of 1000 Years.

Of another Aſſignment of two other Terms of 1000 Years.

Of Indentures of Leaſe and Releaſe.

and every Part and Parcel therof; *To hold* unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, for and during the Reſt, Reſidue and Remainder of the ſeveral Terms of 1000 Years and 1000 Years, which are yet to come and unexpired in the therein recited Indenture of Mortgage, or either of them, without Impeachment of Waſte: *And whereas* by one other Indenture tripartite, bearing even Date with theſe Preſents, and made between *J. F.* of, *&c.* and *D. F.* of, *&c.* Father of the ſaid *J.* of the firſt Part, the ſaid *C. D.* of the ſecond Part, and the ſaid *A. B.* of the third Part, (reciting as therein is recited) it is witneſſed, that in Conſideration of —— by the ſaid *A. B.* to him the ſaid *J. F.* and *D. F.* or one of them, in Hand paid, (by the Order, Direction and Appointment of the ſaid *C. D.* teſtified as therein is mentioned) the Receipt whereof is thereby acknowledged, he the ſaid *J. F.* did grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, the Recognizance and Statute Staple therein recited to be entered into by the ſaid *E. F.* deceaſed, and the full and whole Benefit thereof, *and alſo All* that Cottage, *&c.* and the ſeveral meſne Aſſignments thereof therein recited; and the ſaid *C. D.* did thereby ratify and confirm unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, the ſaid Recognizance and Statute Staple, and all and ſingular the ſaid Meſſuages, Lands, Tenements Hereditaments and Premiſſes, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; *To hold* unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, for and during the Reſt, Reſidue and Remainder of the ſeveral Terms of 1000 Years and 1000 Years which are yet to come and unexpired in the therein recited Indentures of Mortgage, or either of them, without Impeachment of Waſte, with full Power to ſue upon the ſaid Recognizance and Statute Staple: *And whereas* by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of theſe Preſents, and the Releaſe being tripartite and bearing even Date with theſe Preſents, and made between the ſaid *C. D.* of the firſt Part, the ſaid *A. B.* of the ſecond Part, and *B. B.* of the third Part, the ſaid *C. D.* for the Conſideration therein mentioned, did grant, bargain, ſell, alien, remiſe, releaſe and confirm unto the ſaid *B. B.* his Heirs and Aſſigns, *All* that the Manor of, *&c.* and all and ſingular the ſaid ſeveral Meſſuages, Lands, Tenements, Hereditaments and Premiſes, by the ſaid ſeveral recited Indentures of Aſſignment, or either of them, mentioned or intended to be granted, bargained, ſold, aſſigned, transferred and ſet over unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns; and alſo all other the Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes whatſoever of her the ſaid *C. D.* in —— and —— aforeſaid, or either of them, or elſewhere in the ſaid County of *S.* and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part thereof; *To hold* unto the ſaid *B. B.* his Heirs and Aſſigns, to the Uſe and Behoof of the ſaid *B. B.* his Heirs and Aſſigns for ever; *In Truſt* nevertheleſs for the ſaid *A. B.* his Heirs and Aſſigns, as in and by the ſaid ſeveral recited Indentures, Relation being thereunto reſpectively had, may more fully and at large appear: *Now this Indenture witneſſeth*, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid *A. B.* doth hereby declare and agree, that the ſeveral Sums of — and — mentioned to be the Conſiderations of the ſeveral Deeds of Aſſignment and Leaſe and Releaſe herein above recited, are not different and diſtinct Sums, but all of them comprize and make up together only one and the ſame Sum of —— principal Money, which is this Day advanced and lent by the ſaid *A. B.* to the ſaid *C. D.* upon the Security of the ſeveral Deeds of Aſſignment and Leaſe and Releaſe herein above recited, and of the Statute or Recognizance, Lands, Tenements and Hereditaments therein ſpecified, mentioned, comprized and contained reſpectively; *And therefore* he the ſaid *A. B.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid *C. D.* her Heirs, Executors, Adminiſtrators and Aſſigns, that if the ſaid *C. D.* her Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, at or in the common Dining Hall in *Lincoln's Inn* in the County of *Middleſex*, the full and juſt Sum of —— of lawful Money of *Great Britain*, in Manner and Form following, (that is to ſay) the Sum of —— on the —— Day of —— next enſuing the Date of theſe Preſents, and the further Sum of —— Reſidue of the ſaid Sum of —— on the —— Day of —— which ſhall be in

Mortgagee covenants to reconvey the Eſtates, on Payment of Principal and Intereſt.

in the Year of our Lord, *&c.* without any Deduction, Defalcation or Abatement whatſoever, impoſed or to be impoſed for or in reſpect of any Parliamentary or other Taxes, Charges or Impoſitions, ordinary or extraordinary, either by Act or Ordinance of Parliament, or otherwiſe howſoever, either upon the ſaid Lands, Tenements or Hereditaments, or on any Part thereof, or upon the ſaid Sum of—— or Intereſt thereof, or upon any Part thereof, That then after ſuch Payments made, he the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, and alſo the ſaid *B. B.* his Heirs or Aſſigns, at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *C. D.* her Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will reconvey, aſſure and aſſign the ſaid Statute or Recognizance, and all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, and all their, and each and every of their Eſtate, Right, Title and Intereſt in and to the ſame, and every Part thereof, unto the ſaid *C. D.* her Heirs, Executors, Adminiſtrators or Aſſigns, or to ſuch other Perſon or Perſons, as ſhe or they ſhall direct or appoint, free from all Incumbrances made, done, committed or ſuffered by the ſaid *A. B.* or the ſaid *B. B.* or by their or either of their Heirs, Executors, Adminiſtrators or Aſſigns. *And* the ſaid *C. D.* doth hereby for herſelf, her Heirs, Executors, and Adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *C. D.* her Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of—— at ſuch Times and Place, and in ſuch Manner and Form, as are herein before mentioned and expreſſed for Payment thereof, and that without any Deduction or Abatement for Taxes or otherwiſe, as aforeſaid. *Provided* always, and it is hereby covenanted, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, and the true Intent and Meaning thereof is, and it is hereby declared, that until Default ſhall happen to be made in Payment of the ſaid Sum of—— in Manner as herein before is mentioned, that ſhe the ſaid *C. D.* her Heirs and Aſſigns, ſhall and may hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before and in the ſaid ſeveral recited Indentures contained; and ſhall and may receive and take the Rents,

Mortgagor covenants to pay the Money.

Mortgagor to enjoy the Eſtates till Default of Payment.

Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, to her and their own proper Uſe and Uſes; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c. H.

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# Deputations.

## *A Deputation for a Game-Keeper.*

KNOW *all Men* by theſe Preſents, that I *T. L.* of, *&c.* Eſquire, Steward of his Majeſty's Courts of the Manors of, *&c.* that are within the Duchy of *L.* in the County of *M. Have* conſtituted, authorized and impowered, and by theſe Preſents *Do* conſtitute, authorize and impower Sir *P. J.* of, *&c.* to be Maſter of the Game and Game-Keeper within the ſaid Manors, and to take from all Perſons not qualified by Law, Guns, Greyhounds, Nets and other Engines for deſtroying the Game or Fiſh within the Limits aforeſaid; *And* I do hereby licence, authorize and impower him the ſaid Sir *P. J.* and his Servants to hunt, hawk, fiſh and fowl within the ſaid Manors of *W.* and *G.* during my Will and Pleaſure, and no longer. *In Witneſs*, &c.

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## *Another Deputation for the ſame Purpoſe.*

KNOW *all Men* by theſe Preſents, that I the Honourable *H. B.* of, *&c.* Eſquire, Lord of the Manor of *N.* in the County of *B. Have* made, ordained, conſtituted and appointed, and by theſe Preſents *Do* make, ordain, conſtitute and appoint *H. K.* of, *&c.* my Game-Keeper of and for the ſaid Manor of *N.* to hunt, hawk, fiſh, fowl, and for my Uſe to kill all Sorts of Game within the ſaid Manor, and alſo to preſerve and keep the Game within the ſaid Manor, by lawfully ſeizing and taking

king away any Guns, Dogs and Nets, from any Perſon or Perſons who ſhall unlawfully keep or uſe the ſame, contrary to the ſeveral Acts of Parliament in that Caſe made and provided; *And alſo* further to do and perform all ſuch other lawful Acts in Relation to the Premiſſes, as if I myſelf was preſent. *In Witneſs*, &c.

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## *A Deputation for a Steward of a Manor to make a Deputy Steward to take a Surrender*, &c.

KNOW *all Men* by theſe Preſents, that I *H. H.* of, *&c.* known Steward of the Manor of *W.* in the ſaid County, *Have* made, conſtituted and appointed, and by theſe Preſents *Do* make, conſtitute and appoint, and in my Place put *J. M.* of, *&c.* my true and lawful Deputy Steward, to take a Surrender or Surrenders from the Honourable *J. K.* of, *&c.* and *A.* his Wife, and *L. M.* of, *&c.* and *E.* his Wife (which ſaid *A.* and *E.* are the Daughters and Coheirs of *O. P.* late of, *&c.* and his Wife, both deceaſed) together with the ſeveral Examinations of the ſaid *A. K.* and *E. M.* of all thoſe three Crofts of Land and Paſture, and one Parcel of Wood called —— or by whatſoever other Name or Names the ſame be called or known (late Parcel of the Eſtate of the ſaid *O. P.* and *A.* his Wife) and of all other the Copyhold Lands and Tenements of the ſaid *J. K.* and *A.* his Wife, and *L. M.* and *E.* his Wife, holden by Copy of Court-Roll of the ſaid Manor; *To the only Uſe* and Behoof of *N. M.* of, *&c.* his Heirs and Aſſigns for ever, according to the Cuſtom of the ſaid Manor; and alſo to take one or more Deed or Deeds, Inſtrument or Inſtruments in Writing from the ſaid *J. K.* and *A.* his Wife, *L. M.* and *E.* his Wife, every or any of them, under their reſpective Hands and Seals, with the ſeveral Examinations of the ſaid *A. K.* and *E. M.* whereby the ſaid *J. K.* and *A.* his Wife, *L. M.* and *E.* his Wife, ſhall and may make, conſtitute and appoint one or more Attorney or Attornies for them, and in their Names, to appear at the next Court Baron, or any other Court Baron to be holden for the ſaid Manor; and after Admiſſion of the ſaid *N. M.* had and taken to the ſaid Premiſſes, for them the ſaid *J. K.* and *A.* his Wife, *L. M.* and *E.* his Wife, and every of them, and in their and every of their Names, to do, execute and perform all and every Act and Acts, Matters and

Things whatſover, neceſſary to be done for the ſuffering one or more Common Recovery or Recoveries of the ſaid Premiſſes for the docking and barring of all Eſtates-Tail and Remainders of the ſame Premiſſes; and for the better and more perfect Aſſuring and Settling the ſame to the Uſes following, (that is to ſay) *To the Uſe* and Behoof of the ſaid *J. K.* for and during the Term of his natural Life; and from and after his Deceaſe, *To the Uſe* and Behoof of the ſaid *A.* his Wife, for and during the Term of her natural Life; and from and after the Deceaſe of the longeſt Liver of them the ſaid *J. K.* and *A.* his Wife, *Then to the Uſe* and Behoof of *S. K.* the only Daughter of the ſaid *J. K.* and *A.* his Wife, and the Heirs of her Body lawfully to be begotten; and for Default of ſuch Iſſue, *Then to the Uſe* and Behoof of the Right Heirs of the Survivor of them the ſaid *J. K.* and *A.* his Wife for ever; ratifying and confirming all and whatſoever my ſaid Deputy Steward ſhall lawfully do or cauſe to be done in and about the ſame Premiſſes. *In Witneſs*, &c.

# Enfranchiſement.

## *A Deed of Enfranchiſement.*

THIS *Indenture* made, &c. between the Right Honourable *A.* Earl of *B.* of the one Part, and *C. D.* of, &c. of the other Part, *Witneſſeth*, that for and in Conſideration of the Sum of —— of good and lawful Money of *Great Britain*, to the ſaid Earl of *B.* in Hand well and truly paid by the ſaid *C. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid Earl of *B.* doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth hereby acquit, releaſe and diſcharge the ſaid *C. D.* his Heirs and Aſſigns, and every of them for ever, by theſe Preſents, he the ſaid Earl of *B. Hath* remiſed, releaſed, ratified, enfranchiſed and confirmed, and by theſe Preſents *Doth* remiſe, releaſe, ratify, enfranchiſe and confirm unto the ſaid *C. D.* his Heirs and Aſſigns,

ſigns, *All* that new Meſſuage or Tenement lately erected and built by the ſaid *C. D.* with all and ſingular the Appurtenances thereunto belonging and appertaining, ſituate in *S.* in the County of *M.* which was lately a Cottage and Barn, and was lately in the ſeveral Tenures or Occupations of *E. F. G. H. J. K.* and *T. P.* or ſome of them, the Vicarage Houſe of the ſaid *C. D.* on the Eaſt, *&c.* and are holden of the Manor of *S.* and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid Earl of *B.* of, in, to and out of the ſaid Meſſuage or Tenement and Premiſſes, or any Part or Parcel thereof, *Except* and always reſerved out of this preſent Releaſe and Enfranchiſement unto the ſaid Earl of *B.* his Heirs and Aſſigns for ever, the antient yearly Rent or Sum of 2 *s.* which has always been and is due to the Lord of the Manor of *S.* being the Rent by which the ſaid Premiſſes are holden of the ſaid Manor of *S.* and which is intended to continue payable out of the ſaid Premiſſes, and is not intended to be hereby extinguiſhed or vacated; *To have and to hold* the ſaid Meſſuage or Tenement and Premiſſes herein before intended to be releaſed and enfranchiſed, with the Appurtenances, (except as before is excepted) unto the ſaid *C. D.* his Heirs and Aſſigns for ever, to the only proper Uſe and Behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

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# Exchange.

## *A Deed of Exchange by Leaſe and Releaſe.*

Recital that *A. B.* is ſeiſed of a Meſſuage, &c.

That *C. D.* is alſo ſeiſed of a Meſſuage, &c.

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part. *Whereas* the ſaid *A. B.* is ſeiſed in Fee-Simple in Poſſeſſion to him and his Heirs for ever, of and in the Meſſuage or Tenement, Lands and Hereditaments herein after mentioned and deſcribed, and which ſaid Premiſſes are now agreed by the ſaid *A. B.* and *C. D.* to be of the yearly Value of 45 *l.* *And whereas* the ſaid *C. D.* is alſo ſeiſed in Fee-Simple in Poſſeſſion to him and his Heirs for ever, of and in a Meſſuage or Tenement, Lands and Hereditaments herein after alſo mentioned and deſcribed, and which ſaid Premiſſes are alſo now agreed by the ſaid *A. B.* and *C. D.* to be of the yearly Value of 45 *l.* ***And whereas*** the ſaid *A. B.* and *C. D.* are minded to make an Exchange with each other of ſuch their ſaid ſeveral Meſſuages or Tenements, Lands and Hereditaments: *Now this Indenture witneſſeth,* that the ſaid *A. B.* for and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to him in Hand paid by the ſaid *C. D.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *A. B. Hath* given and granted in Exchange, bargained, ſold, releaſed and confirmed, and by theſe Preſents *Doth* give and grant in Exchange, bargain, ſell, releaſe and confirm unto the ſaid *C. D.* (in his actual Poſſeſſion of the Meſſuage or Tenement, Lands and Hereditaments herein after mentioned and deſcribed, by Virtue of a Bargain and Sale thereof to him made by the ſaid *A. B.* for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, in Conſideration of 5 *s.* and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to his Heirs and Aſſigns, *All* that Meſſuage, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of all and ſingular the ſaid hereby releaſed Premiſſes, and every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Benefit, Power, Claim and Demand whatſoever of him the ſaid *A. B.* of, in, to or out of the ſaid hereby granted and releaſed Premiſſes, every or any Part or Parcel thereof, together with all Deeds, Writings, Muniments, Charters and Evidences touching or concerning the ſame Premiſſes only, or only any Part thereof, which he the ſaid *A. B.* now hath in his Hands, Cuſtody or Power, or which he can or may procure or obtain without Suit in Law or Equity, and alſo true Copies of all other Deeds, Writings and Evidences as relate to or concern the Title of the ſaid hereby granted and releaſed Premiſſes, jointly with any other Lands and Hereditaments of the ſaid *A. B.* at the Coſts and Charges of the ſaid *C. D.* his Heirs and Aſſigns to be copied; *To have and to hold* the ſaid Meſſuage or Tenement, Lands, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned, with their and every of their Appurtenances, unto the ſaid *C. D.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of him the ſaid *C. D.* his Heirs

That *A. B.* and *C. D.* are minded to make an Exchange.

Conſideration paid to *A. B.*

Grant.

Habendum.

Heirs and Aſſigns for ever, *In Exchange* for the Meſſuage or Tenement, Lands and Hereditaments of him the ſaid *C. D.* herein after mentioned. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Heirs and Aſſigns by theſe Preſents, in Manner and Form following, that is to ſay, That for and notwithſtanding any Act, Matter or Thing by him the ſaid *A. B.* done, committed or ſuffered to the contrary, he the ſaid *A. B.* at the Time of the Sealing and Delivery of theſe Preſents, is and ſtandeth, and ſo, until a good and perfect Eſtate of Inheritance of and in the ſaid Premiſſes ſhall be veſted and ſettled in the ſaid *C. D.* his Heirs and Aſſigns for ever, by the Execution of theſe Preſents, ſhall be and ſtand lawfully and rightfully ſeiſed of and in all the ſaid Meſſuage or Tenement, Lands and Hereditaments herein before mentioned or intended to be by him the ſaid *A. B.* hereby granted and releaſed, and every Part and Parcel thereof, with the Appurtenances, of a good, ſure, perfect, abſolute and indefeazible Eſtate of Inheritance in Fee-Simple, to the Uſe of him and his Heirs, without any Condition, Truſt, Power of Revocation or Limitation of Uſe or Eſtate, or any other Matter, Cauſe or Thing whatſoever, to alter, change, charge, determine, incumber, defeat or evict the ſame Eſtate; *And* that, for and notwithſtanding any ſuch Act, Matter or Thing done or committed as aforeſaid, he the ſaid *A. B.* now hath in himſelf good Right, full Power and lawful and abſolute Authority to grant and releaſe all and ſingular the Premiſſes herein before mentioned and intended to be hereby conveyed, and every Part and Parcel thereof, with their and every of their Appurtenances, unto and to the Uſe of the ſaid *C. D.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents; *And alſo* that he the ſaid *C. D.* his Heirs and Aſſigns, ſhall and lawfully may, from Time to Time, and at all Times for ever hereafter, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſaid Premiſſes herein before mentioned or intended to be hereby granted and releaſed, and every Part and Parcel thereof, with their and every of their Appurtenances, and to receive, have, take and enjoy the Rents, Iſſues and Profits of them, and every of them, to his and their own Uſe and Uſes for ever, without any Let, Suit, Trouble, Expulſion, Diſturbance, Claim or Demand whatſoever of or by the ſaid *A. B.* his Heirs or Aſſigns, or

*A. B.* covenants that, notwithſtanding any Act by him done, he is lawfully ſeiſed.

Power to grant.

For quiet Enjoyment.

or any other Perſon or Perſons claiming or to claim any Eſtate, Right or Intereſt in the ſaid Premiſſes, or any Part thereof, by, from or under him or them, or his or their Acts, Right, Title, Intereſt, Privity, Conſent or Procurement; *And* that free and clear, and freely and clearly acquitted, freed and diſcharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Statutes, Recognizances, Debts to the King's Majeſty, Debts upon Record, Judgments, Executions, Extents, Annuities, Rents-Charge, Rents-Seck, Arrearages of Rent, Jointures, Dowers, Right and Title of Dower, Uſes, Wills, Entails, Fines, Poſt-Fines, Iſſues, Amerciaments, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, done or ſuffered by the ſaid *A. B.* or by any other Perſon or Perſons whatſoever, lawfully claiming or to claim by, from or under him; *And* that the ſaid *A. B.* his Heirs and Aſſigns, and all and every other Perſon and Perſons now having or lawfully claiming, or which ſhall or may have or claim any Manner of Eſtate, Right, Title or Intereſt in, to or out of the ſaid Premiſſes herein before mentioned, and intended to be hereby granted and releaſed, or any Part thereof, by, from or under him, them or any of them, ſhall and will from Time to Time and at all Times hereafter, within the Space of ten Years, next enſuing the Date of theſe Preſents, at the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *C. D.* his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances in the Law whatſoever, for the further, better and more perfect and abſolute Conveying, Aſſuring, Ratifying and Confirming of all and ſingular the Premiſſes herein before mentioned and intended to be hereby conveyed, with the Appurtenances, unto the ſaid *C. D.* his Heirs and Aſſigns for ever, be it by Fine or Fines, Recovery or Recoveries, with ſingle, double or treble Voucher or Vouchers, Feoffment, Releaſe, Deed or Deeds inrolled or not inrolled, or by all or any of thoſe Ways and Means, or by any other lawful or reaſonable Ways or Means whatſoever, and in ſuch Manner and Form, as by the ſaid *C. D.* his Heirs or Aſſigns, or by his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed and required, ſo as ſuch further Aſſurances required by theſe Preſents, contain in them no further or other Warranty or

Free from Incumbrances.

For further Aſſurance.

or Covenants than are on Behalf of the Parties contained in theſe Preſents, and ſo as the Party or Parties, that by Force of theſe Preſents are to make ſuch further Aſſurance or Aſſurances, be not compelled or compellable to travel above the Space of ten Miles from his, her or their reſpective Places of Abode for the making and doing the ſame. *And this Indenture further witneſſeth,* that the ſaid *C. D.* for and in Conſideration of the like Sum of 5 *s.* of like lawful Money of *Great Britain* to him in Hand paid by the ſaid *A. B.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *C. D. Hath* given and granted in Exchange, bargained, ſold, releaſed and confirmed, and by theſe Preſents *Doth* give and grant in Exchange, bargain, ſell, releaſe and confirm unto the ſaid *A. B.* (in his actual Poſſeſſion of the Meſſuage or Tenement, Lands and Hereditaments herein after mentioned and deſcribed, by Virtue of a Bargain and Sale thereof to him made by the ſaid *C. D.* for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, in Conſideration of 5 *s.* and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to his Heirs and Aſſigns, *All* that Meſſuage, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of all and ſingular the ſaid laſt hereby releaſed Premiſſes, and every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Truſt, Benefit, Power, Claim and Demand whatſoever of him the ſaid *C. D.* of, in, to or out of the ſaid laſt hereby granted and releaſed Premiſſes, every or any Part or Parcel thereof, together with all Deeds, Writings, Muniments, Charters and Evidences touching or concerning the ſame Premiſſes only, or only any Part thereof, which he the ſaid *C. D.* now hath in his Hands, Cuſtody or Power, or which he can or may procure or obtain, without Suit in Law or Equity; and alſo true Copies of all other Deeds, Writings and Evidences, as relate to or concern the Title of the ſaid laſt hereby granted and releaſed Premiſſes, jointly with any other Lands and Hereditaments of the ſaid *C. D.* at the Coſts and Charges of the ſaid *A. B.* his Heirs and Aſſigns, to be copied; *To have and to hold* the ſaid Meſſuage or Tenement, Lands, Hereditaments, and all and ſingular other the Premiſſes herein laſt before mentioned, with their and every of their Appurtenances, unto the ſaid *A. B.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of him the ſaid *A. B.* his Heirs and

Conſideration paid to *C. D.*

Grant.

Habendum.

and Aſſigns for ever; *In Exchange* for the Meſſuage or Tenement, Lands and Hereditaments herein before mentioned and intended to be hereby conveyed to the ſaid *C. D.* his Heirs and Aſſigns, as aforeſaid. *And* the ſaid *C. D.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, *&c.* (*the ſame Covenants from* C. D. *to* A. B. *as from* A. B. *to* C. D. mutatis mutandis.) *In Witneſs*, &c.

# Fine and Recovery.

## *A Deed to lead the Uſes of a Fine.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* and *E.* his Wife, late *E. J.* one of the five Daughters of *T. J.* late of, *&c.* deceaſed, of the one Part, and *C. D.* of, *&c.* and *J. M.* of, *&c.* of the other Part. *Whereas* by Virtue of the laſt Will and Teſtament of the ſaid *T. J.* late Father of the ſaid *E.* bearing Date, *&c.* and as one of the Siſters and Co-heirs at Law to *T. J.* late Brother of the ſaid *E.* ſhe the ſaid *E.* is ſeiſed of or intitled unto one Fifth Part of all the Eſtate late of the ſaid *T. J.* the Father and *T. J.* the Brother, or of one of them, ſituate in the Pariſhes of, *&c.* *And whereas*, before the Intermarriage between the ſaid *A. B.* and the ſaid *E.* his Wife, then *E. J.* by Indentures of Leaſe and Releaſe duly executed, and bearing Date reſpectively on or about, *&c.* the ſaid *A. B.* in Conſideration of the ſaid intended Marriage, and of the Marriage Portion of the ſaid *E.* did convey and aſſure ſeveral Lands and Hereditaments for ſecuring a Jointure for the ſaid *E.* for her Life, in Caſe ſhe ſhall ſurvive and outlive the ſaid *A. B.* her Husband, and for other Purpoſes in the ſaid Indenture of Releaſe mentioned and ſpecified: *Now this Indenture witneſſeth*, that for conveying and aſſuring the ſaid ſeveral fifth Parts of the ſaid Eſtate, being Part of the Portion of the ſaid *E.* to the Uſe of the ſaid *A. B.* and his Heirs, and for divers other good Cauſes and Conſiderations them hereunto moving, *It is* hereby concluded and agreed on by and between all the ſaid Parties to theſe Preſents, for them and their Heirs, that they the ſaid *A. B.* and *E.* his Wife, ſhall and will, before the End of *Michaelmas* Term next enſuing the Date of theſe Preſents, acknowledge and levy in due Form of Law, one or more Fine or Fines *ſur Conuzance de droit come ceo, &c.* to be ingroſſed, recorded and ſued forth with Proclamations to be thereupon had and made according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines, with Proclamations in ſuch Caſes uſed and accuſtomed, unto the ſaid *C. D.* and *J. M.* and their Heirs, or to the Heirs of one of them, of all that one undivided fifth Part (the whole into five equal Parts to be divided) *Of all* that Farm-houſe, Barns, Stables, Out-houſes, Gate-rooms, Backſides, Orchards and Gardens thereunto belonging, ſituate, lying and being in the Pariſh of *A.* aforeſaid, and of all thoſe ſix and forty Acres of Arable Land (be the ſame more or leſs) ſituate, lying and being diſperſedly in the Pariſhes of *A. S. B.* and *S.* in the ſaid County of *M.* and belonging to the Farm, which ſaid Farm-houſe, Lands and Premiſſes, are now in the Tenure or Occupation of *J. B.* his Under-tenants or Aſſigns, together with all Ways, Waters, Water-courſes, Lights, Eaſements, Commons, Privileges and Appurtenances whatſoever to the ſaid Farm, Lands and Premiſſes belonging, or in any wiſe appertaining, which ſaid Premiſſes were late the Eſtate of the ſaid *T. J.* the Father, by ſuch apt and convenient Names, Quantities and Qualities and Numbers of Meſſuages and Acres, and in ſuch Sort, Manner and Form, as by the ſaid *A. B.* his Heirs or Aſſigns, or by his or their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed; which ſaid Fine, and all and every other Fine and Fines already had, levied, acknowledged, ſuffered or executed, or hereafter to be had, levied, acknowledged, ſuffered or executed, by or between the ſaid Parties or any of them, or whereto they or any of them ſhall be Parties, of the ſaid one fifth Part of the ſaid Premiſſes, or of any Part or Parts thereof, ſhall be and enure, and ſhall be conſtrued, adjudged, deemed and taken to be and enure, and at the Time of the Execution of theſe Preſents are hereby declared and agreed to be and enure to the Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever; and to and for no other Uſe, Truſt, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

## *A Deed to levy a Fine to make a Tenant of the Freehold, and to ſuffer a Recovery.*

THIS *Indenture tripartite*, made, *&c.* between *A. B.* of, *&c.* of the firſt Part, *C. D.* of, *&c. E. F.* of, *&c. G. H.* of, *&c.* and *J. K.* of, *&c.* of the ſecond Part, and *J. M.* of, *&c.* of the third Part, *Witneſſeth,* That to the Intent and Purpoſe to bar all Eſtates Tail, Reverſions and Remainders, and all other Rights, Claims and Demands of and in the Tithes, renewing and ariſing out of or in the Manors or Lordſhips and Towns herein after mentioned, and for better aſſuring the ſame to and for the Uſes and Truſts declared concerning the ſame in an Indenture of Releaſe, bearing Date the —— Day of —— laſt paſt, before the Day of the Date of theſe Preſents, and made or mentioned to be made between the ſaid *A. B.* of the one Part, and the ſaid *C. D. E. F. G. H.* and *J. K.* of the other Part, and in Performance of the Covenant for further Aſſurance therein contained, the ſaid *A. B. C. D. E. F. G. H.* and *J. K.* each ſeparately for himſelf and Heirs, doth by theſe Preſents covenant, promiſe and agree to and with the ſaid *J. M.* his Heirs and Aſſigns, that they the ſaid *A. B. C. D. E. F. G. H.* and *J. K.* ſhall and will, on or before the End of —— Term next enſuing the Date of theſe Preſents, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, unto the ſaid *J. M.* and his Heirs, one or more Fine or Fines *ſur Conuzance de droit come ceo, &c.* with Proclamations to be thereupon had and made, according to the Form of the Statute in that Caſe made and provided, of all and all Manner of Tithes, of what Nature or Kind ſoever, ariſing or renewing within the Manor and Town or Towns of *L.* and *M.* in the ſaid County of *W.* by ſuch Name or Names, Quantities, Qualities, and other Deſcriptions, as the ſaid *A. B.* his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall think fit and reaſonable; which ſaid Fine or Fines ſo or in any other Manner to be levied and executed of the ſaid Tithes and Hereditaments by and between the ſaid Parties, or any of them, ſhall be and enure, and is and are hereby declared by all the ſaid Parties hereto, to be and enure to the Uſe and Behoof of him the ſaid *J. M.* his Heirs and Aſſigns for ever; to the Intent and Purpoſe, that the ſaid *J. M.*

ſhall and may be a perfect Tenant to the Freehold of the ſaid Tithes and Hereditaments herein before mentioned, with their and every of their Appurtenances, until a perfect Recovery may be lawfully obtained and executed of the ſame againſt him the ſaid *J. M.* according to the uſual Courſe of Common Recoveries for Aſſurance of Lands, in ſuch Manner and Form, as by the ſaid *A. B.* or his Counſel learned in the Law ſhall be reaſonably deviſed or adviſed; and for that End they the ſaid *C. D. E. F. G. H.* and *J. K.* ſhall and will before the End of the ſame —— Term ſue forth and proſecute againſt the ſaid *J. M.* one or more Writ or Writs of Entry *ſur Diſſeiſin in le poſt*, returnable before his ſaid Majeſty's Juſtices of the Common Pleas at *Weſtminſter*, whereby the ſaid *C. D. E. F. G. H.* and *J. K.* ſhall demand againſt the ſaid *J. M.* the ſaid Tithes and Hereditaments, with their and every of their Appurtenances, by ſuch Name or Names, Quantity or Quantities, Quality or Qualities, Contents and other Deſcriptions, as ſhall effectually comprehend the ſame, or as to the ſaid *A. B.* or his Counſel learned in the Law ſhall ſeem meet and convenient; to which Writ or Writs the ſaid *J. M.* ſhall appear *gratis*, and enter into Warranty of the ſaid Premiſſes, and ſhall vouch the ſaid *A. B.* who ſhall likewiſe appear *gratis*, and enter Warranty, and who ſhall vouch over the common Vouchee, who ſhall appear, and after Imparlance being had, ſhall make Default, whereby a perfect Judgment may be had and given for the ſaid *C. D. E. F. G. H.* and *J. K.* to recover the ſaid Tithes and Hereditaments againſt the ſaid *J. M.* and for the ſaid *J. M.* to recover in Value againſt the ſaid *A. B.* and for the ſaid *A. B.* to recover in Value againſt the common Vouchee, according to the uſual Form and Courſe of Common Recoveries in ſuch Caſes uſed, and that the ſame Recovery may in due Form of Law be executed by a Writ of *Habere facias ſeiſinam* to be ſued out accordingly. *And* it is hereby declared by and between the ſaid Parties, and it is the true Intent and Meaning of them and of every of them, and of theſe Preſents, that the ſaid Common Recovery ſo to be had and perfected as aforeſaid, and from and after the perfecting thereof, then alſo the ſaid Fine ſo to be levied as aforeſaid, and all other Fine and Fines, Recovery and Recoveries, and other Conveyances and Aſſurances whatſoever, already had, made, levied and ſuffered, or hereafter to be had, ſuffered or executed of the ſame Premiſſes, or any Part thereof, alone or together with any other Lands or Hereditaments, by or between

tween the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them ſhall be Party or Parties, and the Execution of the ſame, ſhall be and enure, and ſhall be adjudged, deemed and taken to be and enure; and the ſaid Recoverers and their Heirs, and all and every other Perſon or Perſons, who now do, or at any Time hereafter ſhall be ſeiſed of the ſaid Premiſſes, or any Part or Parcel thereof, ſhall ſtand and be ſeiſed of the ſame, to the ſaid *C. D. E. F. G. H.* and *J. K.* and their Heirs, upon the ſeveral Truſts, and ſubject to ſuch Powers, Proviſoes, Limitations and Agreements, as in the ſaid recited Indenture of Releaſe are contained, and to and for no other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

# Gifts.

## *A Deed of Gift of a Sum of Money by a Mother to her Son.*

TO *all to whom* theſe Preſents ſhall come, I *A. B.* of, *&c.* Widow and Relict of *B. B.* late of, *&c.* deceaſed, in Conſideration of the dutiful and affectionate Behaviour of my eldeſt Son *C. B.* to me, and out of the natural Love and Affection I bare towards him, and for other good Cauſes and Conſiderations me thereunto moving, *Have* freely and voluntarily given, and by theſe Preſents I the ſaid *A. B. Do* freely and voluntarily give and in Hand pay unto the ſaid Son *C. B.* the Sum of 3000 *l.* of lawful Money of *Great Britain*, to and for his own proper Uſe and Benefit, without any Account to be given to me or my Executors or Adminiſtrators; and I do by theſe Preſents for me, my Executors and Adminiſtrators, remiſe, releaſe, diſcharge and acquit my ſaid Son *C. B.* his Executors and Adminiſtrators from the Payment of the ſaid Sum of 3000 *l.* or any Part thereof, as alſo all Right, Intereſt, Claim and Demand whatſoever, in or to the ſame, or any Part thereof. *In Witneſs*, &c.

*A Gift*

## *A Gift of two Advowſons to the Maſter, Fellows and Scholars of a College, by Leaſe and Releaſe.*

Conſideration.

Gift and Grant.

Habendum.

Warranty.

Subject to the Uſes after appointed.

The Maſter, Fellows and Scholars ſhall permit the Donor to preſent ſuch Perſon, &c. as he ſhall think fit during his Life;

THIS *Indenture* made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* Doctor in Divinity, Maſter of the College or Hall of — commonly called P. Hall in the Univerſity of, &c. and the Fellows and Scholars of the ſame College or Hall of the other Part, *witneſſeth*, that the ſaid *A. B.* as well for and in Conſideration of the Sum of 5 *s.* to him in Hand paid by the ſaid Maſter, Fellows and Scholars at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations him the ſaid *A. B.* hereunto eſpecially moving, *Hath* given, granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents *Doth* give, grant, bargain, ſell, alien, releaſe and confirm unto the ſaid Maſter, Fellows and Scholars, and their Succeſſors for ever, (in his actual Poſſeſſion now being, &c.) *All* that the Advowſon or Right of Patronage of the Rectory, Pariſh and Pariſh Church of *S.* in the County of *N.* and alſo all that the Advowſon or Right of Patronage of the Rectory, Pariſh and Pariſh Church of *C.* in the ſaid County of *N. To have and to hold* the ſaid Advowſons or Right of Patronage of, in and to the ſaid Rectories and Pariſhes, unto the ſaid Maſter, Fellows and Scholars, and their Succeſſors for ever. *And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and grant to and with the ſaid Maſter, Fellows and Scholars, and their Succeſſors, by theſe Preſents, that he the ſaid *A. B.* his Heirs and Aſſigns, the ſaid Advowſons or Right of Patronage of, in and to the ſaid Rectories and Pariſhes, unto the ſaid Maſter, Fellows and Scholars, and their Succeſſors, againſt him the ſaid *A. B.* his Heirs and Aſſigns, and againſt all and every other Perſon and Perſons claiming or to claim by, from or under him, them, or any of them, ſhall and will warrant and for ever defend by theſe Preſents; *ſubject* nevertheleſs to the ſeveral Uſes, Intents, Conditions and Proviſoes, Agreements, Limitations and Appointments herein after limited, directed and appointed concerning the ſame, that is to ſay, To the Intent and Purpoſe that the ſaid Maſter, Fellows and Scholars, and their Succeſſors, ſhall permit and ſuffer the ſaid *A. B.* to preſent ſuch Perſon and Perſons to the ſaid two Churches and Pariſhes as he ſhall think fit, upon every or any Avoidance which ſhall reſpectively happen during his natural Life; and from and after his Deceaſe, *Then* to the Intent and Purpoſe that the ſaid Maſter, Fellows and Scholars, and their Succeſſors, ſhall preſent the Reverend Mr. *F. B.* Maſter of Arts, and late of *P.* Hall aforeſaid, to the firſt of the ſaid Livings, when the ſame ſhall happen to be void, after the Deceaſe of the ſaid *A. B.* if he the ſaid *F. B.* ſhall be then living, *unleſs* the ſaid *F. B.* ſhall before that Time be preſented to and in Poſſeſſion of one of the ſaid Rectories or Churches, or be preſented to and in Poſſeſſion of the Rectory or Church of *H.* in the ſaid County of *N.* *And* it is hereby declared and agreed by and between the ſaid *A. B.* and the ſaid Maſter, Fellows and Scholars, that from and after the Deceaſe of the ſaid *A. B.* the ſaid two Rectories or Churches of *S.* and *C.* ſhall be held ſeparate and diſtinct by two different Incumbents, and ſhall never be united together, or held or enjoyed by one and the ſame Incumbent; And that no Perſon or Perſons ſhall at any Time after the Deceaſe of the ſaid *A. B.* be ever preſented to either of the ſaid Rectories or Churches, but ſuch only as at the Time of their Preſentations ſhall be Fellows or Members of *P.* Hall aforeſaid, and Graduates in the ſaid Univerſity. *And* it is hereby declared and agreed by and between all the ſaid Parties hereto, that the Directions and Appointments aforeſaid, and herein after limited and declared, ſhall for ever after the Deceaſe of the ſaid *A. B.* be obſerved and purſued in all Preſentations thereafter to be made to the ſaid Rectories or Churches of *S.* and *C.* reſpectively, (that is to ſay) *When* and as often as either of the ſaid Rectories or Churches of *S.* and *C.* reſpectively ſhall by the Demiſe of the reſpective Incumbents or otherwiſe become vacant, the ſaid Maſter, Fellows and Scholars of the ſaid College or Hall ſhall by Writing under the Common Seal of the ſaid College or Hall, within fourteen Days after ſuch reſpective Vacancy, nominate and appoint two Perſons, being Fellows or Members of the ſaid College or Hall, and Graduates as aforeſaid, in order that one of thoſe two Perſons may by the Heir and Heirs Male for the Time being of the ſaid *A. B.* in Poſſeſſion of his Eſtates at *S.* and *C.* be from Time to Time choſen and elected to be preſented to the ſaid reſpective Rectories or Churches, as the ſame ſhall reſpectively become va-

and then the Maſter, &c. ſhall preſent *F. B.* to the firſt of the Livings when void after Donor's Death, unleſs *F. B.* ſhall before that Time be preſented to one of the Rectories, &c.

The two Rectories to be held ſeparate by two Incumbents.

No Perſon to be preſented but ſuch as ſhall be Fellow of *P.* Hall.

The Directions herein declared ſhall for ever after the Deceaſe of the Donor be obſerved, &c.

When either of the Rectories ſhall become vacant, the Maſter, &c. ſhall by Writing, within fourteen Days after ſuch Vacancy, nominate two Perſons, &c. in order that one of them may by the Heir Male of the Donor be elected to be preſented, &c.

Which two Perſons ſhall appear before the Donor's Heir Male within two Months, &c. and ſuch Heir within fourteen Days, &c. ſhall elect one of the two Perſons, &c.

And the Perſon to be elected ſhall within two Months after ſuch Election be the next Rector, &c.

In Caſe the Heir of the Donor ſhall refuſe to elect one of the two Perſons to be appointed, or if the Heir ſhall be an Infant, &c. then it ſhall be lawful for the Maſter, &c. to preſent ſuch Perſon as they ſhall think fit, &c.

cant; which two Perſons ſo reſpectively to be elected and choſen, ſhall from Time to Time perſonally appear before the ſaid Heir or Heirs Male for the Time being of the ſaid *A. B.* within two Kalendar Months next after ſuch Vacancy or Vacancies ſhall reſpectively happen; and ſuch Heir or Heirs Male of the ſaid *A. B.* within fourteen Days next after the Appearance of ſuch two Perſons reſpectively before him or them, or in Caſe of Failure of their or either of their reſpective Appearance before him or them, within fourteen Days after the End of the ſaid two Kalendar Months, after ſuch Vacancy or reſpective Vacancies, ſhall by Writing under his or their Hand and Seal, or Hands and Seals, chuſe and elect one of the ſaid two Perſons to be ſo as aforeſaid reſpectively nominated and appointed by the ſaid Maſter, Fellows and Scholars, to be by them from Time to Time preſented to ſuch reſpective Churches or Rectories; And the ſaid Perſon and Perſons ſo to be choſen and elected, ſhall by the Maſter, Fellows and Scholars of the ſaid College or Hall, and their Succeſſors from Time to Time, within the Space of two Kalendar Months after ſuch Choice or Election of the Heir and Heirs, be preſented by the ſaid Maſter, Fellows and Scholars of the ſaid College or Hall, and their Succeſſors, to be from Time to Time the next Rector or Incumbent, Rectors or Incumbents of and upon the Churches or Rectories ſo reſpectively to become vacant as aforeſaid. *Provided* always, and it is hereby declared and agreed, that in Caſe ſuch reſpective Heir or Heirs Male of the ſaid *A.B.* ſhall refuſe or neglect to chuſe and elect for the Preſentation of the ſaid Maſter, Fellows and Scholars, and their Succeſſors as aforeſaid, one of the two Perſons ſo to be nominated and appointed from Time to Time by the ſaid Maſter, Fellows and Scholars, and their Succeſſors, within the Time before limited and appointed for that Purpoſe; or in Caſe it ſhall happen at any Time or Times hereafter that the reſpective Heir or Heirs Male of the ſaid *A. B.* ſhall be an Infant or Infants under the Age of twenty-one Years, or beyond the Seas at the Time of any ſuch Vacancy or Vacancies, that then ſo often and in any of thoſe Caſes it ſhall and may be lawful to and for the ſaid Maſter, Fellows and Scholars, and their Succeſſors, to preſent ſuch Perſon or Perſons as they ſhall think fit, being a Fellow or Member of the ſaid College or Hall, and a Graduate as aforeſaid, to ſuch of the ſaid Churches or Rectories as ſhall reſpectively be then vacant; And in Caſe at any Time or Times hereafter there ſhall be any Deſcendant or Relation of the Body of the ſaid *A. B.* reſident within the ſaid College or Hall, who ſhall be a Fellow or a Graduate, that then the ſaid Maſter, Fellows and Scholars, and their Succeſſors, ſhall from Time to Time nominate and appoint ſuch Deſcendant or Relation of the Body of the ſaid *A. B.* as one of the Perſons to appear before the Heir and Heirs Male of the Body of the ſaid *A. B.* for his Choice and Election, in order to be preſented to the ſaid Churches or Rectories, ſo from Time to Time reſpectively to become vacant as aforeſaid; or the ſaid Maſter, Fellows and Scholars, and their Succeſſors, ſhall preſent ſuch Deſcendant or Relation from Time to Time to the ſame Churches or Rectories reſpectively as aforeſaid. *And* it is hereby declared and agreed between the ſaid *A. B.* and the ſaid Maſter, Fellows and Scholars, that in Caſe upon any Vacancy or Vacancies, which ſhall happen after the Deceaſe of the ſaid *A. B.* of either of the ſaid Churches, the ſaid Maſter, Fellows and Scholars of the ſaid College or Hall, or their Succeſſors, ſhall for the Space of fourteen Days after any ſuch Vacancy neglect or refuſe from Time to Time to nominate and appoint two Perſons to appear before the Heir Male and Heirs Male of the ſaid *A. B.* for the Time being; or in Caſe the ſaid Maſter, Fellows and Scholars of the ſaid College or Hall, or their Succeſſors, ſhall neglect or refuſe to preſent any Perſon or Perſons, who ſhall in Purſuance hereof by Writing under the Hand and Seal of the Heir Male and Heirs Male of the ſaid *A. B.* for the Time being, be choſen and elected to the ſaid Maſter, Fellows and Scholars of the ſaid College or Hall, to be preſented to either of the ſaid Churches or Rectories, for the Space of two Kalendar Months next after ſuch Choice and Election of ſuch Heir Male and Heirs Male, that then and in either of thoſe Caſes, and *toties quoties* from Time to Time, it ſhall and may be lawful to and for ſuch Heir and Heirs Male of the ſaid *A. B.* to preſent any Perſon, being a Fellow or Member and Graduate of the ſaid College or Hall, to either of the ſaid Churches or Rectories then vacant, and ſuch Preſentation of the Heir and Heirs Male ſhall be from Time to Time good and effectual againſt the ſaid Maſter, Fellows and Scholars, and their Succeſſors, and all other Perſons whatſoever, to all Intents and Purpoſes; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding.

In Caſe there ſhall be a Relation of the Donor reſident in the ſaid College, &c. then the Maſter, &c. ſhall appoint ſuch Relation as one of the Perſons to appear before the Heir of the Donor for his Election, in order to be preſented, or the Maſter ſhall preſent ſuch Relation, &c.

In Caſe upon any Vacancy after the Deceaſe of the Donor, the Maſter, &c. ſhall for the Space of 14 Days neglect to appoint two Perſons to appear before the Heir Male of the Donor, or in Caſe the Maſter, &c. ſhall neglect to preſent any Perſon who ſhall in Purſuance hereof, &c. be elected, &c. then it ſhall be lawful for ſuch Heir Male to preſent any Perſon, being a Fellow, &c. to either of the Rectories, and ſuch Preſentation ſhall be good againſt the ſaid Maſter, &c.

ſtanding. *And* it is hereby further declared and agreed by and between the ſaid *A. B.* and the ſaid Maſter, Fellows and Scholars of the ſaid College or Hall, that in Caſe at any Time or Times hereafter there ſhall happen to be a Failure of Iſſue Male of the Body of the ſaid *A. B.* to inherit the Eſtates of the ſaid *A. B.* ſituate in the Pariſhes of *S.* and *C.* or either of them; or in Caſe the Eſtates of the ſaid *A. B.* ſhall be ſold, or otherwiſe diſpoſed of, or aliened from the Heirs Male, or from the Name of the Family of the *B.'s* that then and from thenceforth, and in either of thoſe Caſes, it ſhall and may be lawful to and for the ſaid Maſter, Fellows and Scholars, and their Succeſſors, at all Times afterwards to preſent ſuch Perſon and Perſons, being Fellows or Members of the ſaid College or Hall, and Graduates, to the ſaid reſpective Churches or Rectories, when and ſo often as the ſame ſhall reſpectively become vacant, as they from Time to Time ſhall think fit: *Provided* always, and it is hereby declared and agreed, that in Caſe there ſhall at any Time or Times hereafter be any Fellow or Member of the ſaid College or Hall, and a Graduate, who ſhall be a Deſcendant or Relation of the Body and Family of the ſaid *A. B.* whether by the Male or Female Line, at the Time when there ſhall be a Vacnacy or Vacancies in the ſaid Livings, or either of them, that then ſuch Deſcendant or Relation of the ſaid Body and Family of the ſaid *A. B.* ſhall be preferred from Time to Time to ſuch Living as ſhall be ſo from Time to Time vacant, before any other Member of the ſaid College or Hall; and this Preference to the ſaid Livings ſhall not exclude ſuch Deſcendants or Relations from any other Preferment in or belonging to the ſaid College or Hall, nor be conſtrued, uſed or taken to their or any of their Prejudices in any other Advantage within or belonging to the ſaid College or Hall. *In Witneſs*, &c.

In Caſe there ſhall be a Failure of Iſſue Male of the Donor to inherit his Eſtates, &c. or in Caſe his Eſtates ſhall be ſold from the Heirs Male, &c. then it ſhall be lawful for the Maſter, &c. at all Times afterwards to preſent ſuch Perſons, being Fellows, &c. as they ſhall think fit.

In Caſe there ſhall at any Time hereafter be any Fellow of the College, &c. who ſhall be a Relation of the Donor when there ſhall be a Vacancy in the Livings, then ſuch Relation ſhall be preferred to ſuch Living before any other Members of the College; and this Preference ſhall not exclude ſuch Relations from any other Preferment in the College.

# Grants.

## *A Grant of a next Preſentation in Truſt for the Grantor's Brother, who is deſigned to be a Clergyman.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* the true and undoubted Patron of the Rectory of the Pariſh and Pariſh Church of *C.* in the County of *C.* in the Dioceſe of *E.* of the one Part, and *D. E.* of, *&c.* of the other Part, *Witneſſeth*, that the ſaid *A. B.* as well for and in Conſideration of the natural Love and Affection which he hath and beareth unto *B. B.* his Brother, now a Student in —— College in *Oxford*, and for the Sum of 5 *s.* of, *&c.* to the ſaid *A. B.* in Hand paid by the ſaid *D. E.* at or before, *&c.* the Receipt whereof is hereby acknowledged, as for other good Cauſes and Conſiderations him the ſaid *A. B.* hereunto moving, *Hath* given, granted and confirmed, and by theſe Preſents *Doth* give, grant and confirm unto the ſaid *D. E.* his Heirs, Executors and Adminiſtrators, the firſt and next Advowſon, Donation, Collation, Nomination, Preſentation, free Diſpoſition and Right of Patronage of and to the Parſonage, Rectory, Pariſh and Pariſh Church of *C.* aforeſaid, with full Power and Authority to and for the ſaid *D. E.* his Heirs, Executors and Adminiſtrators, to preſent the ſaid *B. B.* to the ſaid Rectory and Pariſh Church of *C.* whenſoever the ſame ſhall firſt and next happen to become void by the Death, Reſignation, Ceſſion or Deprivation of the preſent Incumbent thereof, in Caſe the ſaid *B. B.* ſhall be then fit and qualified to accept to take the ſame; *To have and to hold* the ſaid firſt and next Advowſon, Donation, Collation, Nomination, Preſentation, free Diſpoſition and Right of Patronage of and to the aforeſaid Patronage, Rectory, Pariſh and Pariſh Church of *C.* unto the ſaid *D. E.* his Heirs, Executors and Adminiſtrators; *In Truſt* and Confidence nevertheleſs, and to and for the Uſes, Intents and Purpoſes herein after mentioned, and to and for no other Uſe, Intent or Purpoſe whatſoever, (that is to ſay) That he the ſaid *D. E.* his Heirs, Executors and Adminiſtrators, ſhall and will nominate, appoint and preſent

ſent the ſaid *B.B.* to the Rectory and Pariſh Church of *C.* aforeſaid, if qualified to accept and take the ſame, at the Time of the Death, Reſignation, Ceſſion or Deprivation of the preſent Incumbent thereof: *Provided* always, and it is the true Intent and Meaning of theſe Preſents, and of the Parties to the ſame, that in Caſe the ſaid *B. B.* ſhall not or do not qualify himſelf to take and accept of the ſaid firſt and next Preſentation of the ſaid Rectory and Pariſh Church of *C.* aforeſaid, that then this preſent Grant and Demiſe ſhall be utterly void to all Intents and Purpoſes whatſoever, and that then and thereupon the ſaid *D. E.* his Heirs, Executors and Adminiſtrators ſhall and will reconvey the ſaid Premiſſes hereby granted and demiſed to the ſaid *A. B.* or otherwiſe deliver up this preſent Grant and Deed to the ſaid *A. B.* his Heirs and Aſſigns to be cancelled; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *D. E.* his Heirs, Executors and Adminiſtrators, that in Caſe the ſaid Rectory and Pariſh Church ſhall happen to become vacant before the ſaid *B. B.* is or can be qualified to accept and take the ſame, that then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *D. E.* his Heirs, Executors or Adminiſtrators, to nominate, appoint and preſent a fit and able Clergyman to the ſaid Rectory; provided ſuch Clergyman do and ſhall enter into Bonds, with ſufficient Security, that he will reſign the ſaid Rectory to the ſaid *B. B.* when and as ſoon as the ſaid *B. B.* ſhall or may be qualified to accept and take the ſame. *In Witneſs,* &c.

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## *A Grant of an Annuity for ninety-nine Years, if the Grantor and Grantee jointly ſo long live.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part, *Witneſſeth,* That for and in Conſideration of the Sum of 1100 *l.* of lawful Money of *Great Britain* to the ſaid *A. B.* in Hand well and truly paid by the ſaid *C. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof and of every Part thereof

Conſideration.

of doth acquit, releaſe and diſcharge the ſaid *C. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *A. B. Hath* given and granted, and by theſe Preſents *Doth* give and grant unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, one Annuity or yearly Rent of 200 *l.* of lawful Money of *Great Britain*, iſſuing and going, and to be iſſuing and going out of *All* thoſe the Meſſuages, Farms, Lands, Tenements and Hereditaments of him the ſaid *A. B.* ſituate, lying and being in, *&c.* now or late in the ſeveral Tenures or Occupations of *E. F. G. H. J. K. L. M. N. O. P. Q. R. S. T. U. W. X. Y. Z.* or ſome of them, or ſome of their Under-tenants or Aſſigns; and out of all other the Meſſuages, Farms, Lands, Tenements and Hereditaments whatſoever of him the ſaid *A. B.* ſituate in —— or elſewhere in the ſaid County of, *&c. To have and to hold*, receive, perceive and take the ſaid Annuity or yearly Rent of 2000 *l.* free and clear of and from all and all Manner of Taxes, Charges, Impoſitions and Deductions whatſoever, impoſed or to be impoſed by Authority of Parliament or otherwiſe howſoever, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during the Term of ninety-nine Years from henceforth next enſuing and fully to be compleat and ended, if the ſaid *A. B.* and *C. D.* do and ſhall jointly ſo long live, to be paid by equal quarterly Payments, that is to ſay, At the Feaſts of, *&c.* in every Year at or in the common Dining Hall of *Lincoln's Inn* in the County of *Middleſex*; the firſt Payment thereof to begin and to be made at the ſaid Feaſt-day of the Nativity of St. *John* the Baptiſt next enſuing the Date hereof; *And* if it ſhall happen that the ſaid Annuity or yearly Rent of 200 *l.* be behind and unpaid in Part or in all, by the Space of twenty-one Days next over or after any of the ſaid Feaſt-days or Days of Payment whereon the ſame ought to be paid as aforeſaid, that then it ſhall and may be lawful to and for the ſaid *C. D.* and his Aſſigns, for and during the Continuance of the Term determinable as aforeſaid, into all and ſingular the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, or any Part or Parcel thereof, to enter and diſtrain for the ſaid Annuity or yearly Rent of 200 *l.* and all Arrears thereof, if any ſuch ſhall be, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive and carry away, and the ſame to detain and keep until the ſaid Annuity or yearly Rent of 200 *l.* and all Arrears thereof, together with the

Grant.

Habendum.

If Annuity be behind 21 Days, Grantee into the Premiſſes to enter and diſtrain.

And the Diſtreſs to take and keep till the Annuity, and all Arrears thereof with the Charges, ſhall be paid.

the Charges of ſuch Diſtreſs or Diſtreſſes, ſhall be fully ſatisfied and paid unto the ſaid *C. D.* and his Aſſigns. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *A. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will from Time to Time, during the Continuance of the ſaid Term of ninety-nine Years, determinable as aforeſaid, well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, the ſaid Annuity or yearly Rent of 200 *l.* at the Days, Times and Place, and without any Deduction as aforeſaid; *And alſo*, that he the ſaid *A. B.* at the Time of the Sealing and Delivery of theſe Preſents, is lawfully ſeiſed of the Premiſſes for the Term of his natural Life, and now hath in himſelf full Power and Authority to charge the ſame with the ſaid Annuity or yearly Rent of 200 *l.* in ſuch Manner as aforeſaid; *And* that the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, from Time to Time and at all Times hereafter, during the Continuance of the ſaid Term, ſhall remain, continue and be open and ſufficient to and for the lawful Diſtreſs and Diſtreſſes of him the ſaid *C. D.* and his Aſſigns, as aforeſaid. *And laſtly*, That he the ſaid *A. B.* ſhall and will from Time to Time and all Times hereafter, during the Continuance of the ſaid Term, on the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *C. D.* and his Aſſigns, do and ſuffer, or cauſe to be done and ſuffered, *All* and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things whatſoever, for the further and better Aſſuring and Corroborating the ſaid Annuity or yearly Rent of 200 *l.* unto the ſaid *C. D.* and his Aſſigns, in Manner aforeſaid, as by his or their Counſel learned in the Law ſhall be reaſonably deviſed or adviſed and required: *Provided* always, and it is hereby declared and agreed by and between the Parties to theſe Preſents, that in Caſe the ſaid *A. B.* ſhall at any Time after one Year from the Date hereof, during the Continuance of the ſaid Term, be minded or deſirous to determine and make void the ſame, and ſhall thereof give ſix Months Notice in Writing to the ſaid *C. D.* or his Aſſigns, that then and in ſuch Caſe, on Re-payment of the Sum of 1100 *l.* and diſcharging all Arrears of the ſaid Annuity, and the ſaid Annuity unto the then next Quarter-day, unto the ſaid *C. D.* or his Aſſigns, the

Grantor covenants to pay the Annuity.

That he is lawfully ſeiſed of the Premiſſes,

and hath Power to charge the ſame with the Annuity.

That the Premiſſes ſhall be open and ſufficient for Diſtreſs, &c.

For further Aſſurance.

Power for Grantor to make this Grant void, &c.

the ſaid Term of ninety-nine Years ſhall ceaſe and be void; and the ſaid Annuity thereby ſecured ſhall be no longer paid or payable; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

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## *A Grant of an Annuity from a Son to his Mother by Demiſe for ninety-nine Years, if his Mother ſo long lives.*

THIS *Indenture* made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. Widow, Mother of the ſaid *A. B.* of the other Part, *Witneſſeth*, that for and in Conſideration of the natural Love, Duty and Affection which he the ſaid *A. B.* hath and beareth towards the ſaid *C. D.* his Mother, and alſo for and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain*, to the ſaid *A. B.* in Hand well and truly paid by the ſaid *C. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *A. B. Hath* demiſed, granted, bargained and ſold, and by theſe Preſents *Doth* demiſe, grant, bargain and ſell, unto the ſaid *C. D.* and her Aſſigns, *All* that the Scite of the Manor of *C.* in the County of *S.* and the Parſonage of *C.* aforeſaid; and all the Houſes, Barns, Stables, Gardens, Orchards, Buildings, Glebe Lands and other Lands, Meadows, Paſtures, Woods, Feedings, Tithes, Portions, Penſions, Waſtes, Waifes, Eſtrays and Hereditaments whatſoever, accounted, reputed or taken as Part, Parcel or Member of the ſaid Manor and Parſonage, or either of them, and the Court-Leet, and View of Frank-Pledge, and Court-Baron of the ſaid Manor; and all Rents and Services of the ſaid Manor, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, Profits and Services of all and ſingular the ſaid Manor, Parſonage, Lands, Hereditaments and Premiſſes, with their and every of their Appurtenances; *To have and to hold* the ſaid Manor, Parſonage, Lands, Hereditaments and Premiſſes, with the Appurtenances, unto the ſaid *C. D.* and her Aſſigns, from henceforth for and during, and unto the full End and Term of ninety-nine Years, if ſhe ſo long lives, from thence next enſuing, and fully to be compleat and ended, without Impeachment

Conſideration.

Demiſe.

Premiſſes.

Habendum.

Proviſo to be void, if the Grantor pays the Annuity yearly, &c.

ment of or for any Manner of Waſte: *Provided* always, and theſe Preſents are upon this Condition nevertheleſs, that if the ſaid *A. B.* his Heirs or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *C. D.* or her Aſſigns, yearly and every Year, during ſo many Years of the ſaid Term of ninety-nine Years, as ſhe the ſaid *C. D.* ſhall happen to live, the Rent or Sum of 40 *l.* of good and lawful Money of *Great Britain* at the two moſt uſual Feaſts or Days of Payment in in the Year, (that is to ſay) The Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, and the Feaſt of St. *Michael* the Archangel, by even and equal Portions, without any Deduction, Defalcation or Abatement whatſoever, for or in reſpect of any Parliamentary or other Taxes, Charges or Impoſitions impoſed or to be impoſed by Parliament or otherwiſe howſoever, upon the ſaid Manor, Parſonage, Lands, Hereditaments and Premiſſes, or any of them, or upon the ſaid yearly Rent or Sum of 40 *l.* or any Part thereof; the firſt Payment thereof to begin and be made on the Feaſt-day of the Annunciation of the Bleſſed Virgin *Mary* next enſuing the Date of theſe Preſents; then and from thenceforth the ſaid Term of ninety-nine Years, and alſo theſe Preſents, ſhall ceaſe, determine and become utterly void; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and grant to and with the ſaid *C. D.* her Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *A. B.* his Heirs or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *C. D.* or her Aſſigns yearly and every Year, during ſo many Years of the ſaid Term of ninety-nine Years, as ſhe the ſaid *C. D.* ſhall happen to live, the ſaid Rent or Sum of 40 *l.* at the Days and in Manner as in the Proviſo aforeſaid is appointed for Payment thereof, without any Deduction, Defalcation or Abatement, for or in reſpect of any Parliamentary or other Taxes, Charges or Impoſitions whatſoever, according to the true Intent and Meaning of the ſaid Proviſo, and in Diſcharge thereof; *And* that he the ſaid *A. B.* hath in himſelf good Right, full Power, lawful and abſolute Authority to grant, bargain and ſell the ſaid Manor, Parſonage, Lands, Hereditaments and Premiſſes, with the Appurtenances, unto the ſaid *C. D.* and her Aſſigns, for and during the ſaid Term of ninety-nine Years, according to the Purport and true Intent and

The Grantor covenants to pay the Annuity.

Power to grant.

Meaning of theſe Preſents. *And further*, that if any Default ſhall happen to be made in Payment of the ſaid yearly Rent or Sum of 40 *l.* or of any Part thereof, contrary to and in Breach of the before mentioned Proviſo and Covenant, then and from thenceforth it ſhall and may be lawful to and for the ſaid *C. D.* and her Aſſigns, to enter upon, hold and enjoy the ſaid Manor, Parſonage, Lands, Hereditaments and Premiſſes, during the ſaid Term hereby granted, and to take and receive the Rents and Profits thereof, to her and their own Uſe and Benefit, without the Let, Suit, Trouble, Interruption or Eviction of him the ſaid *A. B.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever, freed and diſcharged of and from all Incumbrances committed, done or ſuffered, or to be committed, done or ſuffered by him, them or any of them, or by any other Perſon or Perſons whatſoever claiming or to claim by, from or under him, them or any of them; *And alſo*, that he the ſaid *A. B.* his Heirs or Aſſigns, ſhall and will, upon the Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *C. D.* or her Aſſigns, make, do, acknowledge, levy, execute and ſuffer all and every ſuch further and other Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further ſtrengthening, confirming and making abſolute of the ſaid Term of ninenine Years hereby granted, as by the ſaid *C. D.* or her Aſſigns, or by her or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required. *And laſtly*, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and theſe Preſents is, that until Default ſhall happen to be made of or in Payment of the ſaid yearly Rent or Sum of 40 *l.* or of ſome Part thereof, in Manner as herein before is limited and appointed for Payment thereof, contrary to the true Intent and Meaning of the ſaid Proviſo and Condition herein before in that Behalf contained, it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns, to have, hold, occupy, poſſeſs and enjoy the ſaid Manor, Parſonage, Lands, Hereditaments and Premiſſes, and the Rents, Iſſues, Profits and Services, to have, take and receive to his and their own Uſe, Benefit and Behoof, without the lawful Let, Suit, Trouble, Moleſtation, Interruption, Eviction or Ejection of her the ſaid *C. D.* or her Aſſigns, or of any other Perſon or Perſons lawfully

If Default is made in Payment of the Annuity, Grantee to enjoy the Premiſſes.

Covenant for further Aſſurance.

Until Default of Payment of the Annuity, Grantor to enjoy the Premiſſes.

fully claming or to claim by, from or under her, them or any them. *In Witneſs*, &c.

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## *A Grant of Annuity by Demiſe and Re-demiſe.*

### *The Demiſe.*

Recital that *A. B.* is inducted into the Rectory of, &c.

and hath agreed to ſettle a yearly Rent, &c.

Conſideration.

Demiſe.

Exception.

Habendum for ninety-nine Years, (if *A. B.* ſo long lives.)

THIS *Indenture*, made the 22d Day of *June* in the 13th Year of the Reign, *&c.* 1739, between *A. B.* of, *&c.* Clerk, of the one Part, and *C. D.* of, *&c.* of the other Part. *Whereas* the ſaid *A. B.* is lawfully inſtituted and inducted into the Rectory of the Pariſh Church of *W.* aforeſaid, in the ſaid County of *W.* and is legally inſtituted and inducted to the Rights, Members and Appurtenances thereunto belonging, during his natural Life; *And whereas* the ſaid *A. B.* hath agreed to ſettle and aſſure to and upon the ſaid *C. D.* and his Aſſigns, one yearly Rent or Sum of 45 *l.* for and during the Term of ninety-nine Years, if he ſhall ſo long live, by way of Demiſe and Re-demiſe: *Therefore this Indenture witneſſeth*, that for and in Conſideration of the Sum of 315 *l.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof doth acquit, releaſe and diſcharge the ſaid *C. D.* his Heirs, Executors and Adminiſtrators by theſe Preſents, he the ſaid *A. B. Hath* demiſed, granted, bargained, ſold and to Farm letten, and by theſe Preſents *Doth* demiſe, grant, bargain, ſell and to Farm let unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* thoſe ſeveral Pieces or Parcels of, *&c.* and all the Eſtate, Right, Title and Intereſt both in Law and Equity, of the ſaid *A. B.* therein (except and always reſerved out of the Demiſe unto the ſaid *A. B.* and his Aſſigns, all Timber-Trees, Trees likely to become Timber, and the Lops, Tops and Shroud thereof, with free Liberty at all ſeaſonable Times to cut down, grub up, take and carry away the ſame, at his and their free Wills and Pleaſures); *To have and to hold* the ſaid Glebe Lands, Tenths, Tithes, and all and ſingular other the Premiſſes hereby demiſed, or meant, mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during, and unto the full End and Term of ninety-nine Years from thence next enſuing, fully to be compleat and ended (if the ſaid *A. B.* ſhall ſo long happen to live). *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, in Manner and Form following, (that is to ſay) That he the ſaid *A. B.* now hath in himſelf good Right, full Power and lawful and abſolute Authority to demiſe and grant unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, the ſaid Glebe Lands, Tenths, Tithes and Premiſſes, in Manner and Form aforeſaid, according to the true Intent and Meaning of theſe Preſents; *And* that the ſaid Premiſſes are free and clear of and from all Incumbrances made and executed by the ſaid *A. B.* *And* that it ſhall and may be lawful to and for the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, peaceably and quietly to have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Glebe Lands, Tenths, Tithes and Premiſſes, with their Appurtenances, for and during the ſaid Term of ninety-nine Years, determinable as aforeſaid, and have, receive and take the Rents, Iſſues and Profits thereof, to and for his and their own Uſe, without the Let, Suit, Moleſtation or Diſturbance of the ſaid *A. B.* or his Aſſigns, or of any other Perſon or Perſons whatſoever: *And further*, that he the ſaid *A. B.* and all other Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim, any Eſtate, Right, Title or Intereſt of, in or to the ſaid Premiſſes, or any Part thereof, ſhall and will at any Time hereafter, at the Requeſt of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and at the Coſts and Charges of the ſaid *A. B.* make, do and execute, or cauſe to be made, done and executed, any further and other lawful and reaſonable Act, Matter and Thing whatſoever for the further, better, more perfect and abſolute demiſing and granting the ſaid Premiſſes with their Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during the ſaid Term of ninety-nine Years, determinable as aforeſaid, as by the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed or adviſed and required. *In Witneſs*, &c.

Covenant that he hath Power to grant.

Free from Incumbrances.

Quiet Enjoyment.

Further Aſſurance.

## *The Re-demiſe.*

Conſidera-tion.

THIS *Indenture* made the three and twentieth Day of *June* in the thirteenth Year of the Reign of, *&c.* 1739, between *C. D.* of, *&c.* of the one Part, and *A. B.* of, *&c.* Clerk, of the other Part, *witneſſeth*, that the ſaid *C. D.* for and in Conſideration of the Rent, Covenants and Agreements herein after reſerved and contained on the Part and Behalf of the ſaid *A. B.* to be paid, done and performed, and alſo in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* to the ſaid *C. D.* in in Hand paid by the ſaid *A. B.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for other good Cauſes and Conſiderations him the ſaid *C. D.* hereunto moving, *Hath* bargained, ſold, demiſed and to Farm letten, and by theſe Preſents *Doth* bargain, ſell, demiſe and to Farm let unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, *All* thoſe ſeveral Pieces or Parcels of, *&c.* and all Ways, Waters, Eaſements, Paſſages, Profits, Commons, Hedges, Ditches, Fences, Mounds and Bounds belonging and commonly held and enjoyed therewith, which in and by one Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and made or mentioned to be made between the ſaid *A. B.* of the one Part, and the ſaid *C. D.* of the other Part, are demiſed, granted, bargained and ſold unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for the Term of ninety-nine Years therein mentioned, and all the Eſtate, Right, Title, Intereſt, both in Law and Equity therein; *To have and to hold* the ſaid Glebe Lands, Tenths, Tithes, and all and ſingular other the Premiſſes hereby demiſed, or meant, mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *A. B.* and his Aſſigns, from the Day of the Date of theſe Preſents, for and during the Term of ninety-eight Years, fully to be compleat and ended, if the ſaid *A. B.* ſhall ſo long live; *Yielding* and paying therefore yearly and every Year, during the ſaid Term of ninety-eight Years, unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the yearly Rent or Sum of 50 *l.* of good and lawful Money of *Great Britain*, clear of all Deductions whatſoever, on the four moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, On the Feaſt-Days of St. *Michael* the Archangel, the

Demiſe.

Habendum for ninety-eight Years, (if *A. B.* ſo long lives).

Reddendum.

Birth of our Lord *Chriſt*, the Annunciation of the Bleſſed Virgin *Mary*, and St. *John* the Baptiſt, by equal Portions, in every Year during the ſaid Term, if the ſaid *A. B.* ſhall ſo long live; the firſt Payment thereof to begin and be made on the Feaſt-Day of St. *Michael* the Archangel next enſuing the Date of theſe Preſents. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *A. B.* and his Aſſigns ſhall and will from Time to Time during the ſaid Term, if the ſaid *A. B.* ſhall ſo long live, well and truly pay, or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the ſaid yearly Rent or Sum of 50 *l.* of good and lawful Money of *Great Britain*, at the Days and Times herein before mentioned for Payment thereof, without making any Deduction or Abatement out of the ſame or any Part thereof, for or by Reaſon of any Taxes, Aſſeſſments, Contributions or other Charges, Matters or Things whatſoever, ordinary or extraordinary, according to the true Intent and Meaning of theſe Preſents: *Provided* always, and upon Condition nevertheleſs, that if it ſhall happen that the ſaid yearly Rent or Sum of 50 *l.* or any Part thereof, ſhall be behind and unpaid in Part, or in the whole, by the Space of ten Days next over or after any of the ſaid Feaſts or Days of Payment on which the ſame ought to be paid as aforeſaid, (although no Demand ſhall be thereof made) that then and from thenceforth, and at all Times then after, it ſhall and may be lawful to and for the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, into the ſaid Glebe Lands, Tithes and Premiſſes hereby demiſed, and into every Part and Parcel thereof, to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy as in his and their firſt and former Eſtate; this Indenture or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding: *Provided* always, that from and immediately after the Deceaſe of the ſaid *A. B.* not only the ſaid yearly Rent hereby reſerved ſhall ceaſe and not be afterwards paid, but alſo the ſaid Indenture of Demiſe and Grant of all the ſaid Premiſſes mentioned to be made by the ſaid *A. B.* bearing Date the Day next before the Day of the Date of theſe Preſents as aforeſaid, ſhall ceaſe, determine and become and be from thenceforth void and of no Effect. *And* the ſaid *C. D.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, promiſe

*A. B.* covenants to pay the yearly Rent.

Proviſo for Re-entry on Non-payment, &c.

After the Deceaſe of *A. B.* not only the Rent ſhall ceaſe, but the Demiſe made by *A. B.* ſhall be void.

*C. D.* covenants for quiet Enjoyment, &c.

miſe and agree to and with the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that it ſhall and may be lawful to and for the ſaid *A. B.* and his Aſſigns, (paying the ſaid Rent and performing the Covenants and Agreements herein contained) peaceably and quietly to have, hold, occupy, poſſeſs and enjoy the ſaid Premiſſes hereby demiſed, with their Appurtenances, for and during the ſaid Term of ninety-eight Years, (if the ſaid *A. B.* ſhall ſo long live) without the Let, Suit, Moleſtation or Diſturbance of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons claiming under him, them or any of them. *In Witneſs*, &c.

# Inſurance.

## *A Deed of Inſurance.*

TO *all Perſons* to whom theſe Preſents ſhall come, *Q. R.* of, *&c.* ſendeth Greeting. *Whereas* by Indenture quadripartite, bearing Date on or about the —— Day of —— which was in the Year of our Lord 1725, made or mentioned to be made between *C. D.* of, *&c.* (one of the Daughters and Coheirs of *J. B.* late, *&c.*) *D. D.* of, *&c.* Son and Heir apparent of the ſaid *C. D.* of the firſt Part, *E. F.* of, *&c.* the other Coheir of the ſaid *J. B.* and of *H. B.* being Grandſon and Heir of *J. L.* another Daughter of the ſaid *J. B.* of the ſecond Part, *A. B.* of, *&c.* (Son and Heir of *K. B.* Eſquire, deceaſed, who was next Brother of the ſaid *J. B.*) and *L. B.* of, *&c.* (Son of the ſaid *K. B.* deceaſed) of the third Part, and *W. W.* of, *&c.* and *V. W.* of, *&c.* of the fourth Part, *Reciting* that by Articles of Agreement indented, bearing Date the —— Day of —— then laſt paſt, made or mentioned to be made between the ſaid *C. D.* the ſaid *D. D.* and the ſaid *E. F.* of the one Part, and the ſaid *A. B.* and *L. B.* of the other Part, the ſaid *C. D.* and *D. D.* at the Requeſt of the ſaid *E. F.* (teſtified by his Sealing the ſaid Articles) did jointly and ſeverally covenant, promiſe and grant to and with the ſaid *A. B.* and *L. B.* that they the ſaid *C. D.* and *D. D.* would before the —— Day of —— then Inſtant, pay or cauſe to be paid or anſwered, either in Money or Securities, to the Satisfaction of the ſaid *A. B.* and *L. B.* the Sum of 20000 *l.* to the ſaid *W. W.* and *V. W.* *upon Truſt* that the ſaid Sum of 20000 *l.* ſhould with all convenient Speed be laid out by them the ſaid *W. W.* and *V. W.* or the Survivor of them, his Executors or Adminiſtrators, with the Conſent, Approbation and Direction of the ſaid *A. B.* and *L. B.* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, in the purchaſing of Lands, Tenements or Hereditaments of Inheritance within that Part of *Great Britain* called *England*, which ſhould at the Coſts and Charges of the ſaid *A. B.* be ſettled to the Uſe of the ſaid *A. B.* for his Life, without Impeachment of Waſte, Remainder to the firſt and other Sons of the ſaid *A. B.* in Tail Male, with divers Remainders over. *And* it was further by the ſaid Articles of Agreement declared and agreed by and between the ſaid Parties to the ſame, that the ſaid Sum of 20000 *l.* until the ſame ſhould be laid out in ſuch Purchaſe, ſhould and might be continued or placed out upon Securities at Intereſt, and the Intereſt and Proceed go and be paid to ſuch Perſon and Perſons, Intents and Purpoſes, in ſuch Courſe, Order and Manner as the Profits of ſuch Lands when purchaſed ought to go and be received. *And further* reciting by the ſaid Articles, that all the ſaid ſeveral Parties thereto had agreed and deſired that the ſaid Sum of 20000 *l.* ſo intended as aforeſaid to be laid out and veſted in the Purchaſe of Lands to be ſettled to the ſeveral Uſes and Purpoſes aforeſaid, ſhould be kept intire, and until ſuch Purchaſe could be made therewith, ſhould be placed out upon Securities at Intereſt, according to the Purport of the ſaid Articles of Agreement; It was by the ſaid quadripartite Indenture *witneſſed*, and for the Conſiderations aforeſaid, and to ſecure the Payment of the ſaid 20000 *l.* and Intereſt, to the Uſes, Intents and Purpoſes aforeſaid, the ſaid *C. D.* and *D. D.* *Did* by the ſaid quadripartite Indenture bargain, ſell and demiſe to the ſaid *W. W.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, *All* that Moiety, *&c.* and the Reverſion and Reverſions, Remainder and Remainders of the ſaid Moiety or half Part of all the ſaid Premiſſes; *To hold* to the ſaid *W. W.* and *V. W.* their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſaid quadripartite

partite Indenture, for the Term of 500 Years, without Impeachment of Waſte, with a *Proviſo*, that if the ſaid *C. D.* and *D. D.* or either of them, ſhould pay or cauſe to be paid to the ſaid *W. W.* and *V. W.* the Sum of 21000 *l.* in Manner following, *viz.* 500 *l.* on the —— Day of —— then next, and 20500 *l.* on, *&c.* then the ſaid quadripartite Indenture, and the Term thereby granted, ſhould ceaſe and be void, as by the ſaid Indenture, Relation being thereunto had, may amongſt other Things more at large appear. *And whereas*, by a Deed Poll bearing even Date with theſe Preſents, *O. P.* of, *&c.* hath advanced and paid the Sum of 4000 *l.* to the Uſe of the ſaid *A. B.* purſuant to his Order for that Purpoſe, the ſaid *A. B.* for and in Conſideration of the ſaid Sum of 4000 *l.* *Did* thereby order, direct and appoint the ſaid *C. D.* and *D. D.* and the Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, to pay or cauſe to be paid *All* and every ſuch Sum and Sums of Money as now are or at any Time or Times hereafter ſhould accrue, become or grow due for the Intereſt of the ſaid 20000 *l.* now remaining in the Hands of the ſaid *C. D.* and *D. D.* or one of them, unto the ſaid *O. P.* his Executors, Adminiſtrators and Aſſigns, until he the ſaid *O. P.* ſhall be fully paid and ſatisfied the ſaid Sum of 4000 *l.* with lawful Intereſt for the ſame from the Day of the Date hereof, together with ſuch Coſts, Charges and Expences, as he the ſaid *O. P.* ſhall ſuſtain or be put unto, in or about receiving the ſame, or in Purſuance thereof, without any Deduction, Defalcation or Abatement for or in Reſpect of any Parliamentary or other Taxes, Charges or Impoſitions whatſoever. *And* the ſaid *A. B.* did thereby further order, conſent, covenant and agree, that the Receipt and Receipts, Acquittance and Acquittances of the ſaid *O. P.* for the Intereſt Money of the ſaid Sum of 20000 *l.* ſhall be good, valid and ſufficient Diſcharges for the Intereſt of the ſame 20000 *l.* until he the ſaid *O. P.* ſhall thereout be fully ſatisfied and paid the ſaid Sum of 4000 *l.* with lawful Intereſt for the ſame from this Day, together with his Coſts and Charges as aforeſaid, and that ſuch Receipts or Acquittances to be from Time to Time given and ſigned or executed by the ſaid *O. P.* for ſuch Intereſt Money, as the ſame ſhall become due and be paid to him, ſhall be allowed by the ſaid *A. B.* during his Life, and by his Heirs, Executors, Adminiſtrators and Aſſigns, and by all and every other Perſon and Perſons claiming any Right or Title in or to the ſaid Sum of 20000 *l.* or the Intereſt thereof, from and after the Deceaſe of the ſaid *A. B.* and ſhall be valid, good and effectual againſt him, her, them and every of them; and in Caſe the ſaid Sum of 20000 *l.* ſhall happen to be laid out in the Purchaſe of Lands and Tenements before the ſaid Sum of 4000 *l.* with Intereſt, Coſts and Charges ſhall be repaid to the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, then and in ſuch Caſe the ſaid *A. B.* doth hereby conſent, agree, declare and direct, that the Truſtee or Truſtees in whoſe Name or Names ſuch Eſtate or Eſtates ſhall be purchaſed, and the ſeveral Tenants of ſuch Eſtate or Eſtates ſo be purchaſed, ſhall apply and pay the Rents, Iſſues and Profits of ſuch Eſtate or Eſtates unto the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, until the ſaid Sum of 4000 *l.* with Intereſt and Coſts ſhall be fully paid and ſatisfied thereout. *And* the ſaid *A. B.* doth thereby covenant and agree, that he the ſaid *A. B.* his Heirs or Aſſigns ſhall and will give a full and ſufficient Power and Authority for him the ſaid *O. P.* to receive the ſame, as by the ſaid Deed Poll, Relation being thereunto had, may more fully and at large appear. *And whereas* the ſaid *Q. R.* hath agreed to become a Counter-Security for the Payment of the ſaid Sum of 4000 *l.* with Intereſt, by Way of Inſurance upon the Life of the ſaid *A. B.* for the Term or Space of four Years and ſix Months from the Day of the Date of theſe Preſents, within which Term or Space the ſaid Sum of 4000 *l.* will be repaid with Intereſt to the ſaid *O. P.* by and out of his Receipt of the yearly Sum of 1000 *l.* for the Intereſt of the ſaid 20000 *l.* by half-yearly Payments of 500 *l.* at the End of every half Year: *Now theſe Preſents witneſs*, and the ſaid *Q. R.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant and agree to and with the ſaid *O. P.* his Executors, Adminiſtrators and Aſſigns, that in Caſe the ſaid *A. B.* ſhall happen to die within the Space of ſix Kalendar Months from and after the Day of the Date of theſe Preſents, that then he the ſaid *Q. R.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 4000 *l.* with lawful Intereſt for the ſame, of good and lawful Money of *Great Britain* from the Day of the Date of theſe Preſents; *And* in Caſe the ſaid *A. B.* ſhall happen to die after the End of ſix Months, and within the Space or Term of twelve Kalendar Months from and after the Day of the

Date of theſe Preſents, that then he the ſaid *Q. R.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid to the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 3600 *l.* which will then be remaining due to the ſaid *O. P.* together with Intereſt for the ſame from the End of the ſaid ſix Months; *And* in Caſe the ſaid *A. B.* ſhall happen to die after the End of twelve Months, and within the Space or Term of one Year and ſix Kalendar Months from and after the Day of the Date of theſe Preſents, that then he the ſaid *Q. R.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 3190 *l.* which will then be remaining due to the ſaid *O. P.* together with Intereſt for the ſame, from the End of the ſaid twelve Months; *And* in Caſe the ſaid *A. B.* ſhall happen to die after the End of one Year and ſix Months, and within the Term or Space of two Years from and after the Day of the Date of theſe Preſents, that then the ſaid *Q. R.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 2774 *l.* 10 *s.* which will then be remaining due to the ſaid *O. P.* together with Intereſt for the ſame from the End of the ſaid one Year and ſix Months; *And* in Caſe ſaid *A. B.* ſhall happen to die after the End of two Years, and within the Term or Space of two Years and ſix Months from and after the Day of the Date of theſe Preſents, that then he the ſaid *Q. R.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 2343 *l.* 17 *s.* which Sum will then be remaining due to the ſaid *O. P.* together with Intereſt for the ſame from the End of the ſaid two Years from the Day of the Date of theſe Preſents; *And* in Caſe the ſaid *A. B.* ſhall happen to die after the End of the ſaid two Years and a Half, and within the Term or Space of three Years from and after the Day of the Date of theſe Preſents, that then he the ſaid *Q. R.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 1902 *l.* 8 *s.* 6 *d.* which Sum will then be remaining due to the ſaid *O. P.* together with Intereſt for the ſame from the End of the ſaid two Years and a Half from the Day of the Date of theſe Preſents; *And* in Caſe the ſaid *A. B.* ſhall happen to die after the End of the ſaid three Years, and within the Term or Space of three Years and a Half from and after the Day of the Date of theſe Preſents, that then he the ſaid *Q. R.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 1449 *l.* 19 *s.* 6 *s.* with lawful Intereſt for the ſame from the End of the ſaid three Years from the Day of the Date of theſe Preſents; *And* in Caſe the ſaid *A. B.* ſhall happen to die after the End of the ſaid three Years and a Half, and within the Term or Space of four Years from and after the Day of the Date of theſe Preſents, that then he the ſaid *Q. R.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 986 *l.* 4 *s.* which will then be remaining due to the ſaid *O. P.* together with Intereſt for the ſame from the End of the ſaid three Years and a Half from the Day of the Date of theſe Preſents; *And* in Caſe the ſaid *A. B.* ſhall happen to die after the End of the ſaid four Years, and within the Term or Space of four Years and a Half from and after the Day of the Date of theſe Preſents, that then he the ſaid *Q. R.* his Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *O. P.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 510 *l.* 17 *s.* with lawful Intereſt for the ſame from the End of the ſaid four Years from the Day of the Date of theſe Preſents. *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties, that the ſaid *Q. R.* ſhall not be charged or chargeable with the Payment of any of the Sums of Money herein and hereby before covenanted to be paid, in Caſe the ſaid *A. B.* ſhall happen to live beyond the Term or Space of four Years and a Half from the Day of the Date of theſe Preſents, nor in Caſe of his the ſaid *A. B.*'s Death within that Time, with any other or more Sum or Sums of Money than ſuch as, according to the true Intent and Meaning of theſe Preſents, are or ſhall be, and are hereby declared and expreſſed to be, and to be intended to be paid after ſuch Time as the Death of the ſaid *A. B.* ſhall happen; theſe Preſents or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

P.

# Leaſes.

## *A Leaſe for a Year to ground a Releaſe upon.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part, *Witneſſeth*, That the ſaid *A. B.* for and in Conſideration of the Sum of 5 *s.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations him the ſaid *A. B.* hereunto moving, *Hath* bargained and ſold, and by theſe Preſents *Doth* bargain and ſell unto the ſaid *C. D.* *All* that Meſſuage or Tenement, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes; *To have and to hold* the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, with the Appurtenances unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date hereof, for and during, and unto the full End and Term of one Year from thence next enſuing and fully to be compleat and ended; *Yielding* and paying therefore unto the ſaid *A. B.* his Heirs and Aſſigns, the Rent of one Pepper-Corn, at the End of the ſaid Term (if the ſame ſhall be lawfully demanded) to the Intent and Purpoſe that by Virtue of theſe Preſents, and of the Statute for transferring of Uſes into Poſſeſſion, he the ſaid *C. D.* may be in the actual Poſſeſſion of all and ſingular the ſaid Premiſſes, with the Appurtenances, and be thereby enabled to accept and take a Grant and Releaſe of the Reverſion and Inheritance thereof to him and his Heirs, by Indenture intended to bear Date the Day next after the Day of the Date of theſe Preſents. *In Witneſs*, &c.

*Note*; If the Eſtate is conveyed to Truſtees, ſay, And be thereby enabled to accept and take a Grant and Releaſe of the Reverſion and Inheritance thereof to them and their Heirs, to, for and upon ſuch Uſes, Truſts, Intents and Purpoſes, as are limited, mentioned and declared by Indenture intended to bear Date the Day next after the Day of the Date of theſe Preſents.

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## *A Leaſe of a Farm for twenty-one Years, with Exceptions, and divers Covenants.*

THIS *Indenture* made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, *Witneſſeth,* that the ſaid *A. B.* for and in Conſideration of the yearly Rents and Covenants herein after reſerved and contained on the Part and Behalf of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, to be paid, kept and performed, *Hath* demiſed, leaſed, ſet and to Farm letten, and by theſe Preſents *Doth* demiſe, leaſe, ſet and to Farm let unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage, Tenement or Farm called, &c. together with all Ways, Paths, Paſſages, Profits, Commodities and Appurtenances whatſoever to the ſaid demiſed Premiſſes belonging, or in any wiſe appertaining; *Except* and always reſerved out of this preſent Demiſe unto the *A. B.* his Heirs and Aſſigns, all and all Manner of Timber and Timber-like Trees, Woods and Underwoods whatſoever now ſtanding, growing or being, or which at any Time hereafter, during this Demiſe, ſhall ſtand, grow or be in or upon the ſaid demiſed Premiſſes or any Part thereof, with free Liberty of Ingreſs, Egreſs and Regreſs to and for the ſaid *A. B.* his Heirs and Aſſigns, and his and their Servants, Labourers and Workmen, with Horſes, Carts, Waggons and Carriages, and all Things neceſſary, to enter into and upon the ſaid demiſed Premiſſes, and every or any Part thereof, at all ſeaſonable and convenient Times in the Year, during this Demiſe, in fit and convenient Places, as well to fell, cut down, grub up, hew, ſaw, ſquare out, make into Faggots, load, have, take and carry away the ſaid Timber and Timber-like Trees, Woods and Underwoods, at his and their free Wills and Pleaſures; and alſo to view and ſee the Defects and Wants of Reparations of the ſaid Meſſuage, Tenement or Farm and Premiſſes; and alſo free Liberty of Hunting, Hawking, Fiſhing and Fowling upon

Demiſe.

Exceptions.

upon the ſaid hereby demiſed Premiſſes, or any Part thereof, at his and their free Wills and Pleaſures;

Habendum.

*To have and to hold* all the ſaid Meſſuage, Tenement or Farm, Dove-houſes, Barns, Stables, Out-houſes, Edifices, Buildings, Yards, Orchards, Gardens, Lands and all other the Premiſſes above-mentioned, meant or intended to be hereby demiſed, with their and every of their Appurtenances (except before excepted) unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of St. *Michael* the Archangel next enſuing the Date of theſe Preſents, for and during and unto the full End and Term of twenty-one Years from thence next enſuing and fully to be compleat and ended;

Reddendum.

*Yielding* and paying therefore yearly and every Year, during the ſaid Term hereby demiſed, unto the ſaid *A. B.* his Heirs and Aſſigns the yearly Rent or Sum of 300 *l.* of good and lawful Money of *Great Britain*, on the two moſt uſual Feaſt-Days or Days of Payment in the Year, (that is to ſay) The Feaſt-Days of the Annunciation of the Bleſſed Virgin *Mary* and St. *Michael* the Archangel, by even and equal Portions; the firſt Payment thereof to begin and be made at the Feaſt-Day of the Annunciation of the Bleſſed Virgin *Mary* next enſuing the Date of theſe Preſents.

Proviſo for Re-entry, if the Rent unpaid 21 Days, or if Leſſee aſſigns the Premiſſes or Leaſe without Conſent.

*Provided* always, that if it ſhall happen that the ſaid yearly Rent or Sum of 300 *l.* or any Part thereof, ſhall be behind or unpaid by the Space of twenty-one Days next after either of the ſaid Feaſt-Days or Days of Payment on which the ſame ought to be paid as aforeſaid; or if the ſaid *C. D.* his Executors or Adminiſtrators, do or ſhall, at any Time during the Term hereby demiſed, in any wiſe grant, bargain, ſell, aſſign, or otherwiſe depart with or from the ſaid demiſed Premiſſes or any Part thereof, or with or from this preſent Indenture of Leaſe, or the Eſtate, Term of Years or Intereſt hereby demiſed, to any Perſon or Perſons whatſoever, without the ſpecial Licence and Conſent of the ſaid *A. B.* his Heirs or Aſſigns, thereunto firſt had and obtained in Writing under his or their Hands and Seals; that then and in either of the ſaid Caſes it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns, into the ſaid demiſed Premiſſes or any Part thereof, in the Name of the whole, wholly to re-enter, and the ſame to have again, retain, repoſſeſs, enjoy and keep, as in his and their firſt and former Eſtate; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding.

Leſſee covenants to pay the Rent.

*And* the ſaid *C. D.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *A. B.* his Heirs and Aſſigns by theſe Preſents, in Manner following, that is to ſay, That he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns ſhall and will, yearly and every Year during the ſaid Term hereby demiſed, well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Heirs and Aſſigns, the ſaid yearly Rent or Sum of 300 *l.* hereby reſerved at ſuch Days and Times, and ſuch Manner and Form as herein before is limited and appointed for Payment thereof; *And alſo* that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns ſhall and will from Time to Time, and at all Times during the ſaid Term hereby demiſed, at his and their own proper Coſts and Charges, well and ſufficiently repair, amend, uphold, ſupport, maintain and keep the ſaid Meſſuage, Tenement or Farm, Barns, Stables, Out-houſes, Buildings and Premiſſes hereby demiſed, and every Part thereof, in, by and with all and all Manner of needful and neceſſary Reparations and Amendments whatſoever, (Caſualties happening by Fire, Storm or Tempeſt only excepted) and the Walls, Gates, Stiles, Poſts, Pales, Rails, Pounds, Bridges, Hedges, Ditches, Banks, Fences and Incloſures which now are, or which at any Time during this Demiſe ſhall be in, upon or belonging to the ſaid demiſed Premiſſes or any Part thereof; and the ſaid Meſſuage, Tenement or Farm, Barns, Stables, Out-houſes, Buildings, Walls, Gates, Stiles, Poſts, Pales, Rails, Pounds, Bridges, Hedges, Ditches, Banks, Fences and Incloſures, being ſo well and ſufficiently repaired and amended, upheld, ſupported, maintained, fenced, ſcoured, cleanſed and kept (Caſualties by Fire, Storm and Tempeſt only excepted) together with the Poſſeſſion of all the ſaid demiſed Premiſſes, ſhall and will at the End, Expiration or other ſooner Determination of this preſent Demiſe, peaceably and quietly leave, ſurrender and yield up unto the ſaid *A. B.* his Heirs and Aſſigns, (the ſaid *A. B.* his Heirs and Aſſigns, upon every reaſonable Requeſt to him or them made by the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, finding, appointing and allowing on the ſaid Premiſſes, *All* ſuch rough Timber, and all ſuch Plow-boot, Cart-boot, Hedge-boot and Stake-boot (if it be there to be had) as ſhall be needful and neceſſary towards the repairing and amending the ſaid Premiſſes); *And alſo* that it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns, with Workmen and others in his or their Company, twice or oftner in every Year during the ſaid Term

To repair the Premiſſes.

Except Caſualties by Fire and Storm.

Leſſor to enter on the Premiſſes to view the Repairs, &c.

hereby demiſed, to enter and come into and upon the ſaid demiſed Premiſſes, and every or any Part or Parcel thereof, to view, ſearch and ſee the State and Condition of the Repairs of the ſaid demiſed Premiſſes, and upon every ſuch View and Search to give or leave Notice or Warning in Writing at the ſaid demiſed Meſſuage, Tenement or Farm, of all ſuch Defects and Wants of Reparations then and there found, to and for the ſaid *C.D.* his Executors, Adminiſtrators and Aſſigns, to repair and amend the ſame within the Time or Space of three Months next after ſuch Notice given or left as aforeſaid; *Within* which Time and Space of three Months he the ſaid *C. D.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *A.B.* his Heirs and Aſſigns, well and ſufficiently to repair and amend the ſame accordingly. *And* the ſaid *C. D.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth further covenant, promiſe and agree to and with the ſaid *A.B.* his Heirs and Aſſigns by theſe Preſents in Manner following, (that is to ſay) That if the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns do and ſhall at at any Time during the ſaid Term hereby demiſed plow, dig, break up or convert into Tillage or Arable Land any Part or Parcel of the Meadow or Paſture Land hereby demiſed, that then he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns ſhall and will, from thenceforth yearly and every Year during all the Reſt and Reſidue of the ſaid Term hereby demiſed as ſhall be then to come and unexpired, well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Heirs and Aſſigns, the yearly Rent or Sum of 5 *l.* of like lawful Money for every Acre of the ſaid Meadow or Paſture Land which ſhall be ſo plowed, digged, broken up or converted into Tillage or Arable as aforeſaid, and ſo after that Rate for any greater or leſſer Quantity thereof than an Acre, for and in the Name of an Over-Rent or Increaſe of Rent, over and above the ſaid yearly Rent of 300 *l.* herein before reſerved, which ſaid Over-Rent (if any be) ſhall be paid unto the ſaid *A.B.* his Heirs and Aſſigns, at ſuch Days and Times as the ſaid yearly Rent is herein before limited and appointed to be paid; the firſt Payment thereof to begin and be made at ſuch of the ſaid Feaſt-Days as ſhall firſt or next happen after ſuch plowing, digging, breaking up or converting into Tillage or Arable Land as aforeſaid; *And alſo* that he the ſaid *C.D.* his Executors, Adminiſtrators and Aſſigns ſhall and will,

Leſſee covenants that if he ploughs any Meadow or Paſture Land, to pay 5 l. an Acre.

To lay in the Barns all Corn, &c.

will, from Time to Time and at all Times during the Term hereby demiſed, imbarn and lay in the Barns hereby demiſed or other convenient Places upon the ſaid demiſed Premiſſes, all the Corn, Grain, Hay, Graſs, Haulm, Fern and Fodder as ſhall during this Demiſe ariſe, grow and increaſe in, upon or from the Lands hereby demiſed; and all the Compoſt, Dung and Soil which ſhall be made, ariſe and increaſe therefrom, ſhall and will yearly and every Year during this Demiſe carry out, and in an Huſband-like Manner beſtow, lay, ſpread and leave on the Arable Lands hereby demiſed, where moſt need ſhall be and require; and alſo ſhall and will in the laſt Year of the ſaid Term hereby demiſed, and afterwards, leave upon the ſaid demiſed Premiſſes to and for the Uſe of the ſaid *A. B.* his Heirs and Aſſigns, *All* the Compoſt, Dung and Soil which ſhall ariſe and be made in that Year or at any Time after upon the ſaid demiſed Premiſſes; *And* that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns ſhall and will at the End of the Term hereby demiſed leave —Acres of the Arable Land hereby demiſed in a Wheat-lair, (to wit) Summer fallowed, or having been ſown with Peaſe or Vetches in the laſt Year of the Term hereby demiſed, and fit to be ſown with Wheat in the next Year after the End of the Term hereby demiſed; and ſhall and will permit and ſuffer the ſaid *A. B.* his Heirs and Aſſigns, and his and their Servants and Workmen, with Oxen, Horſes, Carts, Ploughs and Harrows, and all Things neceſſary, from and after the firſt Day of *September* next before the End of the Term hereby demiſed, to enter into and upon the ſaid Lands ſo to be left for a Wheat-lair, and to carry out, lay and ſpread on the Lands the Compoſt, Dung and Soil which ſhall be then in the Gate-room or elſewhere on the ſaid Premiſſes, and the ſame Land to plough and ſow at his and their free Wills and Pleaſures: *And moreover* that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, or any of them, ſhall not nor will, at any Time during the Term hereby demiſed, fell, cut down or grub up any of the Trees growing in or upon the ſaid demiſed Premiſſes, other than ſuch Trees as ſhall be aſſigned and appointed him or them by the ſaid *A. B.* his Heirs or Aſſigns, nor lop or top any of the Trees growing upon the ſaid demiſed Premiſſes, other than ſuch Trees as have been heretofore uſually lopped and topped, nor wilfully do or make or cauſe to be done or made any Waſte, Strip or Spoil of, in or

And all Dung yearly to carry out and ſpread on the Arable Lands.

And in the laſt Year and afterwards to leave on the Premiſſes, for the Uſe of Leſſor, all Dung.

At the End of the Term to leave — Acres of Arable Land fit to be ſowed with Wheat the next Year.

And permit Leſſor, &c. from and after the firſt of September next before the End of the Term, to enter on the Lands, and to carry out and ſpread Dung thereon, and to plough and ſow the ſame.

Not to cut down any Trees on the Premiſſes but ſuch as ſhall be appointed.

to the Hedgerows or Underwoods there growing, nor cut the ſame inordinately or at unſeaſonably Times during this Demiſe; and alſo ſhall and will preſerve and keep *All* the young Trees, young Frith and Underwoods ariſing up and growing in the Coppice-Ground from being cropt, bit or ſpoiled by Cattle, and all other Damages whatſoever; *And* that he the ſaid *C. D.* his Executors or Adminiſtrators ſhall not nor will, at any Time during the ſaid Term hereby demiſed, grant, bargain, aſſign or otherwiſe depart with or from the ſaid Premiſſes or any Part thereof, or with or from this preſent Indenture of Leaſe, or the Eſtate, Term of Years or Intereſt hereby demiſed, to any Perſon or Perſons whatſoever, without the ſpecial Licence and Conſent of the ſaid *A. B.* his Heirs or Aſſigns, thereunto firſt had and obtained in Writing under his or their Hands and Seals. *And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, that is to ſay, That he the ſaid *A. B.* his Heirs and Aſſigns, ſhall and will from Time to Time, and at all Times during the Term hereby demiſed, when and as often as Need or Occaſion ſhall require, within —— Days next after Requeſt to him or them made by the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, aſſign, allow, ſet out and appoint unto and for him and them ſuch ſufficient, fit and convenient rough Timber, Plough-boot, Cart-boot, Hedge-boot and Stake-boot, to be felled, cut, had and taken by the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, as ſhall be needful and neceſſary to be uſed and employed in and about repairing and amending, fencing and incloſing the ſaid Meſſuage, Tenement or Farm, Barn, Stables, Outhouſes, Buildings, Lands and Premiſſes hereby demiſed, or any Part thereof; *And alſo* that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns ſhall and may have, hold and enjoy the Barns hereby demiſed, therein to lay their Corn, Grain and Hay, and Liberty of Ingreſs, Egreſs and Regreſs into and from the ſaid Barns and Gate-rooms thereunto adjoining, to thraſh out the ſaid Corn and Grain in the ſaid Barns, and to carry away the ſame with Carts, Waggons and Carriages, and the Fodder of the ſaid Corn, Grain and Hay, and the ſaid Hay to ſpend in the ſaid Gate-rooms with his and their Cattle, until the firſt Day of *May* next after the End of the Term hereby

Not to aſſign the Premiſſes or the Leaſe without Conſent of Leſſor.

Leſſor covenants to allow Timber for Repairs and Plough-boot, &c.

Leſſee to have the Barns, &c. till May-Day after the End of the Term.

hereby demiſed; *And further*, that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, paying the ſaid yearly Rent herein before reſerved, at the Days and Times herein before limited and appointed for Payment thereof, and obſerving, performing, fulfilling and keeping all and every the Covenants and Agreements herein contained on his and their Parts and Behalfs to be obſerved, performed, fulfilled and kept, according to the true Intent and Meaning of theſe Preſents, ſhall and lawfully may peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Premiſſes hereby demiſed, with their and every of their Appurtenances, for and during the ſaid Term hereby demiſed, without any Let, Suit, Trouble, Interruption, Denial, Eviction or Moleſtation of or by the ſaid *A. B.* his Heirs or Aſſigns, or any other Perſon or Perſons claiming or to claim by, from or under him, them or any of them. *In Witneſs* &c.

For quiet Enjoyment, on Leſſee's Payment of the Rent and performing the Covenants.

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## *A Leaſe of Tithes.*

THIS *Indenture* made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, *Witneſſeth*, That the ſaid *A. B.* for and in Conſideration of the yearly Rents, Covenants and Agreements herein after reſerved and contained, on the Part and Behalf of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, to be paid, done, kept and performed, *Hath* demiſed, leaſed and to Farm letten, and by theſe preſents *Doth* demiſe, leaſe and to Farm let unto the ſaid *C. D.* *All* that Moiety of the Parſonage of *G.* in the County of *M.* with all Tithes, Tenths, Oblations, Obventions and Hereditaments thereunto belonging or appertaining (*Except* and always reſerved of this preſent Leaſe, as not intended to be hereby demiſed unto the ſaid *A. B.* his Heirs and Aſſigns, the Tithes of all ſuch Lands as were in the Poſſeſſion of *E. F.* late of *G.* aforeſaid, Eſq; deceaſed, or of any of his Servants at the Time of his Deceaſe); *To have and to hold* the ſaid Tithes, Hereditaments and Premiſſes herein before mentioned, and intended to be hereby demiſed (except before excepted) unto the ſaid *C. D* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of St. *Michael* the Archangel, &c. for and during, and unto the full

Demiſe.

Exception.

Habendum.

Reddendum.

Proviſo for Re-entry on Non-payment of Rent.

Leſſee covenants to pay the Rent.

To do ſix Days Work every Year for the Leſſor.

End and Term of —— Years from thence next enſuing and fully to be compleat and ended, if *J. C.* the preſent Vicar of *G.* aforeſaid ſhall ſo long live and continue Vicar there; *Yielding* and paying therefore yearly and every Year, during the ſaid Term of ——— Years, or for ſo long Time as the ſaid *J. C.* ſhall live and continue Vicar of *G.* aforeſaid, unto the ſaid *A. B.* his Heirs and Aſſigns, the yearly Rent or Sum of —— of lawful Money of *Great Britain*, at the two moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) The Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, and St. *Michael* the Archangel; the firſt Payment thereof to begin and be made on the Feaſt-Day of the Annunciation of the bleſſed Virgin *Mary* next enſuing the Date of theſe Preſents: *Provided* always, that if it ſhall happen that the ſaid yearly Rent or Sum of —— hereby reſerved, or any Part thereof, ſhall happen to be behind and unpaid in Part or in all by the Space of twenty-one Days next over or after any of the ſaid Feaſt-Days on which the ſame ought to be paid as aforeſaid (being lawfully demanded) that then and from thenceforth it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns, or any of them, into or upon the ſaid Tithes and Premiſſes, and every Part and Parcel thereof, to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy as in his and their firſt and former Eſtate; and the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and all other the Tenants or Occupiers thereof, thereout and from thence utterly to expel, put out and amove; this Indenture or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *C. D.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *A. B.* his Heirs and Aſſigns, by theſe Preſents, in Manner and Form following, (that is to ſay) That he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Heirs or Aſſigns, the ſaid yearly Rent or Sum of —— and every Part thereof, on the Days, and at the Times and in Manner and Form aforeſaid, according to the true Intent and Meaning of theſe Preſents; *And alſo* that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and will, upon proper and ſeaſonable Notice to be given, yearly and every Year during the ſaid Term, perform and do ſix full Days Work and Labour with a good Cart or Waggon and Team of Horſes for the ſaid *A. B.*

his Heirs and Aſſigns, at ſuch Place or Places, and at ſuch Times and Seaſons in the Year, as the ſaid *A. B.* his Heirs or Aſſigns, or his or their Steward or Bailiff for the Time being, ſhall for that Purpoſe require and direct the ſame. *And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, well and truly paying the ſaid yearly Rent or Sum of —— above hereby reſerved, and performing, fulfilling and keeping all and every the Covenants and Agreements herein contained, which on his and their Parts and Behalf are or ought to be performed, fulfilled and kept as aforeſaid, ſhall and lawfully may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Moiety of the ſaid Tithes and Premiſſes hereby demiſed or intended ſo to be, with their and every of their Appurtenances, for and during the ſaid Term of ſeven Years hereby demiſed (in Caſe the ſaid *J. C.* ſhall ſo long live and continue Vicar of *G.* aforeſaid) without the lawful Let, Suit, Trouble, Denial, Eviction, Ejection, Expulſion or Interruption of or by the ſaid *A. B.* his Heirs or Aſſigns, or of or by any other Perſon or Perſons whatſoever, lawfully claiming or to claim by, from or under him, them or any of them, or by or through his, their or any of their Eſtate, Right, Title, Intereſt, Act, Means, Conſent, Default or Procurement. *In Witneſs*, &c.

Leſſor covenants for quiet Enjoyment, on Leſſee's Payment of the Rent and performing the Covenants.

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## *A Leaſe of a Houſe, Coach-houſe and Stable, together with the Houſehold Goods, &c. of the Houſe, to a Man and his Wife for nine Years, with a Proviſo to leave the ſame at the End of three Years or ſix Years, on giving ſix Months Notice.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* and *M.* his Wife of the other Part, *Witneſſeth,* That the ſaid *A. B.* for and in Conſideration of the yearly Rent and Covenants herein after reſerved and contained, on the Part and Behalf of the ſaid *C. D.* and *M.* his Wife, their Executors, Adminiſtrators and Aſſigns, to be paid, done and performed, *Hath* demiſed, leaſed, ſet and to Farm letten, and by theſe

Demiſe. theſe Preſents *Doth* demiſe, leaſe, ſet and to Farm let unto the ſaid *C. D.* and *M.* his Wife, their Executors, Adminiſtrators and Aſſigns, Parcels. *All* that Meſſuage or Tenement, ſituate and being in —— Street, in the Pariſh of —— in the County of *Middleſex*, and adjoining to a Houſe late in the Tenure or Occupation of —— on the Eaſt, and to —— Street on the Weſt, to —— Street aforeſaid on the South, and to —— on the North, now in the Poſſeſſion of the ſaid *A. B.* his Under-tenants or Aſſigns, together with a Coach-houſe and Stable of him the ſaid *A. B.* thereto belonging; *And alſo* all and ſingular the Houſehold Goods, Implements of Houſehold and Chattels now remaining, ſtanding and being in the ſaid Houſe, Coach-houſe and Stable, mentioned, ſet forth and ſpecified in a Schedule or Inventory hereunto annexed, together with all Lights, Eaſements, Ways, Paſſages, Drains, Gutters, Pipes, Water-courſes, Profits, Commodities, Advantages and Appurtenances to the ſaid Meſſuage or Tenement, Coach-houſe and Stable belonging or in any wiſe appertaining, or therewith uſed, occupied or enjoyed, or accepted, reputed, deemed or taken as Part, Parcel or Member thereof; Habendum. *To have and to hold* the ſaid Meſſuage or Tenement, Coach-houſe and Stable, together with the ſeveral Houſhold Goods and Chattels contained in the ſaid annexed Schedule, hereby demiſed or intended to be demiſed, with the Appurtenances, unto the ſaid *C. D.* and *M.* his Wife, their Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of, *&c.* for and during, and unto the full End and Term of nine Years from thence next enſuing and fully to be compleat and ended; Reddendum. *Yielding* and paying therefore yearly and every Year, during the Continuance of this Demiſe, unto the ſaid *A. B.* his Heirs or Aſſigns, the yearly Rent or Sum of —— of lawful Money of *Great Britain*, at the four moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) The Feaſt of St. *Michael* the Archangel, the Nativity of our Lord *Chriſt*, the Annunciation of the Bleſſed Virgin *Mary*, and St. *John* the Baptiſt, by even and equal quarterly Payments; the firſt Payment thereof to begin and be made on the Feaſt-Day of St. *Michael* the Archangel next enſuing the Date of theſe Preſents. Proviſo for Re-entry on Non-payment of the Rent. *Provided* always, and upon this Condition, that if it ſhall happen that the ſaid yearly Rent or Sum of —— or any Part thereof to be behind or unpaid by the Space of twenty-one Days next after any of the ſaid Feaſt-Days, on which the ſame ought to be paid as aforeſaid (being lawfully demanded and not paid), that then, and at all Times hereafter, it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns, into the ſaid demiſed Meſſuage or Tenement, Coach-houſe, Stable and Premiſſes, or into any Part or Parcel thereof, in the Name of the whole, wholly to re-enter, and the ſame to have again, retain, re-poſſeſs and enjoy as in his and their former Eſtate; and the ſaid *C. D.* and *M.* his Wife, their Executors, Adminiſtrators and Aſſigns, and all other Occupiers of the ſaid Premiſſes, thereout and from thence utterly to expel, put out and amove; this Indenture or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *C. D.* for himſelf and for the ſaid *M.* his Wife, their Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *A. B.* his Heirs and Aſſigns by theſe Preſents, in Manner and Form following, (that is to ſay) That they the ſaid *C. D.* and *M.* his Wife, their Executors, Adminiſtrators and Aſſigns, or ſome or one of them ſhall and will, during the Continuance of this Demiſe, well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Heirs or Aſſigns, the ſaid yearly Rent or Sum of —— of lawful Money of *Great Britain* at the Days and Times above limited and appointed for Payment thereof, according to the true Intent and Meaning of theſe Preſents; *And alſo*, that they the ſaid *C. D.* and *M.* his Wife, their Executors, Adminiſtrators and Aſſigns, or ſome one of them, ſhall and will from Time to Time and at all Times hereafter, during the Continuance of this Demiſe, at their own proper Coſts and Charges, well and ſufficiently repair, amend, maintain, ſuſtain and keep the ſaid Meſſuage or Tenement, Coach-houſe, Stable and Premiſſes hereby demiſed, in, by and with all and all Manner of needful and neceſſary Reparations and Amendments whatſoever; *And* the ſame Meſſuage or Tenement, Coach-houſe, Stable and Premiſſes, being ſo well and ſufficiently repaired, amended, maintained, ſuſtained and kept, ſhall and will at the End, Expiration or other ſooner Determination of this Demiſe, peaceably and quietly leave, ſurrender and yield up unto the ſaid *A. B.* his Heirs or Aſſigns, together with the Houſhold Goods and Chattels mentioned and contained in the ſaid Schedule hereunto annexed, in as good Condition as the ſame now are, reaſonable Uſe and Wearing thereof in the mean Time only excepted. *And further*, that it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns, with Workmen or others in his or their

Leſſee covenants to pay the Rent,

to repair the Premiſſes.

Leſſor to enter on the Premiſſes to view the Repairs, &c.

Company, twice or oftner in every Year, during the Continuance of this Demiſe, at ſeaſonable Times in the Day-time, to enter and come into and upon the ſaid demiſed Premiſſes, or any Part thereof, there to view, ſearch and ſee the State and Condition of the Reparations of the ſame; and when and as often as any Defects or Wants of Reparations ſhall be there found, to give or leave Notice in Writing under his or their Hand or Hands, at or in the ſaid Meſſuage or Tenement, to and for the ſaid *C. D.* and *M.* his Wife, or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, to repair and amend the ſame within three Months next after ſuch Notice or Warning ſhall be given or left as aforeſaid, within which Time the ſaid *C. D.* for himſelf and for the ſaid *M.* his Wife, their Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid *A. B.* his Heirs and Aſſigns, to repair and amend the ſame accordingly. *And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *C. D.* and *M.* his Wife, their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that they the ſaid *C. D.* and *M.* his Wife, their Executors, Adminiſtrators and Aſſigns, paying the ſaid yearly Rent of —— and performing all and every the Covenants and Agreements herein before contained, which on his, her and their Parts and Behalfs are or ought to be paid, done and performed, according to the true Intent and Meaning of theſe Preſents, ſhall and lawfully may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Coach-houſe, Stable, Houſehold Goods, Chattels and Premiſſes hereby demiſed, for and during the Continuance of this Demiſe, without the Let, Suit, Trouble or Interruption of the ſaid *A. B.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever. *Provided* always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and theſe Preſents are, that in Caſe the ſaid *C. D.* and *M.* his Wife, their Executors, Adminiſtrators or Aſſigns ſhall be deſirous to quit and leave the ſaid Meſſuage or Tenement, Coach-houſe, Stable, Houſehold Goods, Chattels and Premiſſes at the End of the third Year or ſixth Year of the ſaid Term hereby demiſed, and ſhall give Notice in Writing under their or any of their Hands, ſix Months before the End of the ſaid third or ſixth Year, to the ſaid *A. B.* his Heirs or Aſſigns, that they will quit and leave the ſaid Meſſuage or Tenement,

Leſſor covenants for quiet Enjoyment, on Leſſee's Payment of the Rent and performing the Covenants.

Proviſo to leave the Premiſſes at the End of three or ſix Years, on giving ſix Months Notice.

Coach-houſe, Stable, Houſehold Goods, Chattels and Premiſſes, at the End of the ſaid third or ſixth Year, that then this Leaſe, and the Term and Eſtate hereby demiſed, ſhall ceaſe and determine and be utterly void to all Intents, Conſtructions and Purpoſes whatſoever. *In Witneſs*, &c. (*The Schedule referred to by the above Indenture. Here inſert the Inventory of the Goods*, &c.)

## *A Building Leaſe for ninety-ſeven Years.*

THIS *Indenture* made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, *Witneſſeth*, that for and in Conſideration of the Coſts and Charges which the ſaid *C. D.* hath been and will be at, in the Erecting and Building of the Meſſuage or Tenement herein after mentioned, and alſo for and in Conſideration of the yearly Rent and Covenants herein after reſerved and contained on the Part and Behalf of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, to be paid, kept, done and performed, he the ſaid *A. B. Hath* demiſed, granted and to Farm letten, and by theſe Preſents *Doth* demiſe, grant and to Farm let unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* that Piece or Parced of Ground ſituate, lying and being in the Pariſh of *S.* in the ſaid County of *Middleſex*, on the —— Side of a new intended Street near —— called or intended to be called —— Street, abutting on the ſaid Street towards the Weſt, and on Ground and Building lately demiſed to *S. W.* towards the North, and on a Stable-yard of *W. D.* towards the South, and on Ground demiſed or intended to be demiſed to *W. E.* towards the Eaſt; which ſaid Piece of Ground hereby demiſed contains in Front next —— Street aforeſaid —— Foot of Aſſize or thereabouts; and the ſame Ground, as the ſame now is ſet out and walled in, contains the ſeveral Dimenſions and Abuttals particularly mentioned and deſcribed in a Plan thereof drawn in the Margin of theſe Preſents, together with the Meſſuage or Tenement lately erected and built, or now in building by the ſaid *C. D.* upon the whole Front of the ſaid Piece of Ground, and all other Erections and Buildings erected and built, or which ſhall or may be built upon the ſaid Piece of

Conſideration.

Demiſe.

Parcels.

of Ground or any Part thereof, and all Ways, Paths, Paſſages, Waters, Water-courſes, Profits, Commodities, Advantages and Appurtenances whatſoever to the ſaid Premiſſes hereby demiſed belonging or in any wiſe appertaining, or therewith deſigned to be uſed or enjoyed; which ſaid Piece of Ground hereby demiſed is Part of a larger Piece of Ground late purchaſed by the ſaid *A. B.* of the ſaid *C. D.* and which was demiſed and granted to the ſaid *C. D.* by the Right Honourable *E. E.* for the Term of ninety-nine Years commencing from *Chriſtmas* which was in the Year of our Lord 1726, in and by a certain Indenture of Leaſe bearing Date, *&c.* and made between the ſaid *E. E.* of the one Part, and the ſaid *C. D.* of the other Part; *To have and to hold* the ſaid Meſſuage or Tenement, Piece or Parcel of Ground, and all and ſingular other the Premiſſes hereby demiſed, with the Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of St. *Michael* the Archangel next enſuing the Date of theſe Preſents, for and during, and unto the full End and Term of ninety-ſeven Years from thence next enſuing and fully to be compleat and ended; *Yielding* and paying therefore yearly and every Year, during the ſaid Term of ninety-ſeven Years hereby demiſed, unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns (*if the Inheritance is in the Leſſor, ſay unto the ſaid* A. B. *his Heirs or Aſſigns*) the yearly Rent or Sum of 2 *l.* of good and lawful Money of *Great Britain*, on the four moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) The Feaſt-Day of the Birth of our Lord *Chriſt*, the Annunciation of the Bleſſed Virgin *Mary*, St. *John* the Baptiſt and St. *Michael* the Archangel, by even and equal Portions in every Year; the firſt quarterly Payment thereof to begin and be made on the Feaſt-Day of the Birth of our Lord *Chriſt* now next enſuing the Date of theſe Preſents: *Provided* always, that if the ſaid yearly Rent herein before reſerved, or any Part thereof, ſhall happen to be behind and unpaid in Part or in all by the Space of twenty-one Days next over or after any of the ſaid Feaſts or Days of Payment on which the ſame ought to be paid as aforeſaid, (being lawfully demanded) That then and from thenceforth it ſhall and may be lawful to and for the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns into the ſaid Piece or Parcel of Ground, Meſſuage or Tenement and Premiſſes hereby demiſed, or into any Part thereof, in the Name of the whole, wholly to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy as in his or their former

Habendum for ninety-ſeven Years.

Reddendum.

Proviſo for Re-entry on Non-payment of the Rent.

mer Eſtate, and the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and all other Occupiers of the ſaid Premiſſes, thereout and from thence utterly to expel, put out and amove; this Indenture or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *C. D.* for himſelf, his Executors, Adminiſtrators and Aſſigns doth covenant, promiſe and agree to and with the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns ſhall and will yearly and every Year, during the Continuance of the ſaid Term hereby demiſed, well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, the ſaid yearly Rent hereby reſerved, at ſuch Times and in ſuch Manner as are herein before limited and appointed for Payment thereof, according to the Reſervation thereof as aforeſaid; *And alſo* that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will at his and their own proper Coſts and Charges, within ſix Months next enſuing the Date hereof, in a good and Workman-like Manner, with good, ſound and ſufficient Materials compleat and finiſh the ſaid Meſſuage or Tenement hereby demiſed, and make the ſame uniform with other Meſſuages or Tenements next adjoining, and the ſaid Meſſuage or Tenement to be of ſuch Thickneſs of Walls, Height of Stories and Scantlings of Timber, as are uſed in the Meſſuages or Tenements lately built by the ſaid *C. D.* on the ſaid larger Piece of Ground; and alſo ſhall and will ſet up Iron or Wooden Palliſadoes before the Front of the ſaid Meſſuage or Tenement, at a convenient Diſtance from the ſame, and ſet up good Oaken Poſts at the Diſtance of ten Feet or thereabouts from the ſaid Front, ſo as to range with other Poſts ſet up or to be ſet up by other Builders in —— Street aforeſaid; and ſhall and will pave a convenient Foot-way or Paſſage not leſs than five Feet wide between the ſaid Palliſadoes and Poſts with good *Purbeck* Stones or Squares, and alſo pitch or pave all the Remainder of the Ground before the Front of the ſaid Meſſuage or Tenement; the ſaid Pavement to be laid at ſuch Height or Level as ſhall be directed by the ſaid *E. E.* his Heirs, Executors, Adminiſtrators or Aſſigns; *And* that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns ſhall not nor will at any Time or Times hereafter, during the ſaid Term hereby demiſed, permit or ſuffer any Perſon whatſoever to inhabit or dwell in the ſaid Meſſuage or Tenement, who ſhall

Leſſee covenants to pay the Rent.

To finiſh the Meſſuage with good Materials.

To ſet up Palliſadoes before the Front of the Meſſuage, and Oaken Poſts.

To pave a Foot-way.

To pave the Remainder of the Ground before the Front of the Houſe.

Leſſee not to ſuffer any Perſon to inhabit in the Houſe who ſhall uſe therein certain Trades, without Conſent of Leſſor.

To repair.

The Leſſor and Ground Landlord to enter on the Premiſſes to view the Condition of the Repairs, &c.

Leſſee covenants to pay his Share of the Charges of ſuch Watchmen and Scavengers as ſhall be appointed.

uſe or exerciſe therein the Trade of a Butcher, Slaughter-man, Tallow-Chandler, Melter of Tallow, Tobacco-Pipe-maker, Tobacco-Pipe-burner, Sopemaker, Sugar-Baker, Felmonger, Farrier or Blackſmith, or any of them, without the Licence and Conſent of the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, under his or their Hands firſt had and obtained; *And further* that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and will at his and their own proper Coſts and Charges, from Time to Time and at all Times during the ſaid Term hereby demiſed, well and ſufficiently repair, amend, uphold, ſupport, maintain, pave, ſcour, cleanſe, empty and keep the ſaid Meſſuage or Tenement and Premiſſes hereby demiſed, with the Appurtenances, in good and ſufficient Repair, when, where and ſo often as Need or Occaſion ſhall be or require; and the ſaid Meſſuage or Tenement and Premiſſes hereby demiſed, with the Appurtenances, being ſo well and ſufficiently repaired, amended, upheld, ſupported, maintained, paved, ſcoured, cleanſed, emptied and kept as aforeſaid, at the End of the ſaid Term or other ſooner Determination of this preſent Leaſe, which ſhall firſt happen, unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, ſhall and will peaceably and quietly leave, ſurrender and yield up; And alſo that it ſhall and may be lawful as well to and for the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, as alſo for the ſaid *E. E.* his Heirs and Aſſigns, with Workmen or without, four Times in the Year during the Term hereby granted, at convenient and ſeaſonable Times in the Day-time to enter and come into and upon the ſaid Meſſuage or Tenement and Premiſſes hereby demiſed, there to view the State and Condition thereof and of the Repairs thereof, and of all Defects and Wants of Reparations upon any ſuch View found to give or leave Notice or Warning in Writing at the ſaid demiſed Premiſſes unto or for the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, to repair and amend the ſame from Time to Time within the Space of three Months then next enſuing, within which ſaid Time and Space of three Months the ſaid *C. D.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, to repair and amend all ſuch Defaults and Wants of Reparations accordingly; *And* that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and will pay his and their Share and Proportion for the ſaid demiſed Premiſſes of the Charges or Wages of ſuch Watchmen and Scavengers as ſhall from Time to Time be appointed to ſecure the Premiſſes, and cleanſe the Streets thereunto adjoining; *And alſo* ſhall and will (upon Demand) well and truly pay or cauſe to be paid unto ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, his or their Share or Proportion towards the Charges of making the Common Sewer in —— Street aforeſaid, after the Rate of 5 *s. per* Foot for every Foot in Front of the ſaid Meſſuage or Tenement hereby demiſed. *And* the ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, well and truly paying the ſaid yearly Rent hereby reſerved, according to the Reſervation thereof as aforeſaid, and alſo performing, fulfilling and keeping all and ſingular the Covenants, Clauſes and Agreements in theſe Preſents contained, on his and their Parts to be paid, done and performed, ſhall and lawfully may, during all the ſaid Term hereby demiſed, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement and Premiſſes hereby demiſed, with the Appurtenances, without the lawful Let, Suit, Trouble, Eviction, Ejection, Expulſion, Moleſtation, Diſturbance or Incumbrance whatſoever, of or by the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons whatſoever, lawfully claiming or to claim by, from or under him, them, or any of them. *In Witneſs*, &c.

and his Share towards the Charges of making the common Sewer.

Leſſor covenants for quiet Enjoyment, on Leſſee's Payment of the Rent and performing the Covenants.

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## *A Building Leaſe for ſixty Years, and for a further Term of thirty-nine Years from the End of the ſaid ſixty Years.*

THIS *Indenture* made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, *Witneſſeth*, That for and in Conſideration that he the ſaid *C. D.* hath at his own Coſts and Charges, erected and built, or is erecting and building one Brick Meſſuage or Tenement, with the Appurtenances, upon the ——End or Front of the Ground herein after demiſed,

Conſideration.

demiſed, and alſo for and in Conſideration of the yearly Rents and Covenants herein after reſerved and contained on the Part and Behalf of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, to be paid, performed and kept, he the ſaid *A. B. Hath* demiſed, granted and to Farm letten, and by theſe Preſents *Doth* demiſe, grant and to Farm let unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* that Piece or Parcel of Ground, *&c.* in the Scheme or Plan thereof hereunto annexed, together with the ſaid Meſſuage or Tenement erected and built, or erecting and building by the ſaid *C. D.* upon the End or Front of the ſaid Piece or Parcel of Ground, and all other Erections and Buildings built, or which ſhall or may be built on the Piece or Parcel of Ground above hereby demiſed, or any Part thereof, and all Ways, Paſſages, Lights, Eaſements, Waters, Water-courſes, Profits, Commodities and Appurtenances whatſoever, to the ſaid Piece or Parcel of Ground, Meſſuage or Tenement and Premiſſes belonging, or in any wiſe appertaining, together with the Liberty and Privilege in Common with other Tenants, whoſe Houſes front the ſaid new intended Square, of walking within the Garden deſigned and intended to be made and incloſed in the ſaid new intended Square, and of having and keeping a Key to the Gate or Gates thereof; and together alſo with the Uſe in Common with other Tenants of the ſaid intended Stable-yard or Mews, and of the Horſe-pond, Watering-place, Pump, Water and Pipes therein, with other the Appurtenances and Conveniencies thereunto belonging or commonly uſed therewith; *To have and to hold* all and ſingular the ſaid demiſed Meſſuage or Tenement, Buildings, Privileges and Premiſſes, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of the Annunciation of the Bleſſed Virgin *Mary* which was in the Year of our Lord, *&c.* for and during, and unto the full End and Term of ſixty Years from thence next enſuing and fully to be compleat and ended. *And this Indenture further witneſſeth,* That for the Conſideration aforeſaid, and by Force and Virtue of a certain Proviſo, and all other Proviſoes, Covenants, Clauſes and Agreements ſpecified, mentioned or contained in a certain Indenture (to lead the Uſes of a Fine therein covenanted to be levied) bearing Date, *&c.* made or mentioned to be made between, *&c.* he the ſaid *A. B. Hath* demiſed, granted and to

Demiſe.

Habendum for ſixty Years.

Farm letten, and by theſe Preſents *Doth* demiſe, grant and to Farm let unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* and ſingular the ſame above hereby demiſed Ground, Meſſuage or Tenement, Buildings, Privileges and Premiſſes, and every Part and Parcel thereof, with their and every of their Appurtenances; *To have and to hold* the ſame Premiſſes unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from and immediately after the End and Expiration of the ſaid Term of ſixty Years above hereby demiſed, for and during, and unto the full End of the further Term of thirty-nine Years from thence next enſuing and fully to be compleat and ended; *Yielding* and paying therefore, during the firſt two Years of the ſaid Term of ſixty Years, the yearly Rent of one Pepper-corn (if lawfully demanded); *And yielding* and paying therefore yearly and every Year, during the remaining fifty-eight Years of the ſaid Term of ſixty Years, and alſo during the ſaid further Term of thirty-nine Years, unto the ſaid *A. B.* his Heirs or Aſſigns, the yearly Rent or Sum of 20 *l.* of lawful Money of *Great Britain*, free from all Parliamentary or other Taxes, Charges and Payments whatſoever, charged, or that ſhall or may at any Time or Times, during the Terms aforeſaid, be charged on the Premiſſes hereby granted, or any Part thereof (or on the ſaid yearly Rent or Sum of 20 *l.* herein before reſerved) on the four moſt uſual Feaſts or Times of Payment in the Year, (that is to ſay) The Feaſts of the Nativity of St. *John* the Baptiſt, St. *Michael* the Archangel, the Birth of our Lord *Chriſt*, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal Portions; the firſt Payment thereof to begin and to be made on the Feaſt of St. *John* the Baptiſt which ſhall be in the Year of our Lord, *&c. And alſo yielding* and paying over and above the ſaid yearly Rent or Sum of 20 *l.* herein before reſerved as aforeſaid, yearly and every Year, from and after the Feaſt-Day of the Annunciation of the Bleſſed Virgin *Mary* which ſhall be in the Year of our Lord, *&c.* during all the then Remainder of the ſaid Term of ſixty Years, and alſo during the ſaid further Term of thirty-nine Years, above hereby ſeverally granted unto the ſaid *A. B.* his Heirs or Aſſigns, the further yearly Rent or Sum of 1 *l.* 10 *s.* of like lawful Money of *Great Britain*, free from all Parliamentary and other Taxes, Charges and Payments whatſoever, on the four Feaſts or Times above-mentioned for Payment of the ſaid yearly Sum of 20 *l.* herein before reſerved, by even

Habendum for thirty-nine Years.

Reddendum Pepper-corn for the firſt two Years of the ſixty Years, and for the remaining fifty eight and thirty-ſix Years, 20 l. yearly.

A further yearly Rent of 1 l. 10 s. towards Repairing a Garden to be made.

and equal Portions, for and towards the Charges of repairing, new making, keeping, continuing and preſerving the ſaid Garden deſigned to be made and incloſed in the ſaid new intended Square called —— Square, and the Walls, Rails, Gates, Walks, Beds and other Ornaments, Matters and Things incident and belonging thereto, in good and ſubſtantial Repair, and for and towards the Charges of keeping a Perſon to look after and preſerve the ſaid intended Garden; and alſo to water the Streets lying between the ſaid Houſes, fronting the ſaid intended Square, and the Wall or Fence made to incloſe the ſaid intended Garden, during all the ſaid Remainder of the ſaid ſeveral Terms of ſixty Years and thirty-nine Years above hereby ſeverally granted, when and ſo often as Need or Occaſion ſhall require; the firſt quarterly Payment of which ſaid further yearly Rent or Sum of 1 *l.* 10 *s.* to begin and to be made on the Feaſt-Day of the Nativity of St. *John* the Baptiſt which ſhall be in the Year of our Lord, *&c.* *And* in Caſe the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall at any Time or Times, during the Terms aforeſaid, uſe or exerciſe, or cauſe, permit or ſuffer the Premiſſes above hereby demiſed or intended ſo to be, or any Part thereof, to be uſed or exerciſed, as or for any of the Arts or Trades following, (*viz.*) a Butcher's Houſe, Shop or Slaughter-houſe, Tallow-Chandler, Melter of Tallow, Soap-maker, Tobacco-pipe-maker, Brewhouſe, Victualler, Coffee-houſe, Diſtiller, Farrier, Pewterer, Working Braſier, Blackſmith, or any of them; *Then yielding* and paying (over and above the ſaid ſeveral yearly Rents or Sums of 20 *l.* and 1 *l.* 10 *s.* herein before reſerved or agreed to be paid yearly and every Year, during the Terms aforeſaid, or ſuch Part thereof as ſhall be then unexpired) unto the ſaid *A. B.* his Heirs or Aſſigns, the further yearly Rent or Sum of 30 *l.* of like lawful Money of *Great Britain,* free from all Parliamentary and other Taxes, Charges and Payments whatſoever, on the four Feaſts or Times above mentioned for Payment of the ſaid ſeveral yearly Rents or Sums of 20 *l.* and 1 *l.* 10 *s.* herein before reſpectively reſerved or agreed to be paid; the firſt quarterly Payment of which ſaid Increaſe of Rent of 30 *l.* *per Annum* to begin and to be made on the firſt and next of the Feaſts or Times of Payment of Rent as ſhall next happen after uſing or exerciſing the Premiſſes above hereby demiſed, or any Part thereof, as or for any of the Arts or Trades aforeſaid.

If Leſſee uſes certain Trades on the Premiſſes, to pay a further yearly Rent of 30 l.

Leſſee covenants to pay the Rents.

*And* the ſaid *C. D.* doth for himſelf, his Heirs, Executors, Adminiſtrators

miniſtrators and Aſſigns, covenant, promiſe and agree to and with the ſaid *A. B.* his Heirs and Aſſigns, in Manner following, that is to ſay, That he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Heirs and Aſſigns, the ſaid yearly Rent or Sum of 20 *l.* herein before firſt reſerved, free from all Taxes, Charges and Payments as aforeſaid, in Manner and Proportion, and on the Days and Times herein before limited and appointed for Payment thereof, during all the remaining fifty-eight Years of the ſaid Term of ſixty Years, and alſo during the ſaid further Term of thirty-nine Years above hereby ſeverally granted, according to the Reſervation aforeſaid, and the true Meaning of theſe Preſents; *And alſo*, that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will not only well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Heirs and Aſſigns, the ſaid further yearly Rent or Sum of 1 *l.* 10 *s.* herein before reſerved or agreed to be paid, free from all Taxes as aforeſaid, according to the Reſervation or Agreement for Payment thereof as aforeſaid, and the true Meaning of theſe preſents; *but alſo* ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Heirs and Aſſigns, the ſaid Increaſe of Rent of 30 *l. per Annum* herein before laſt reſerved, free from all Taxes as aforeſaid, in Caſe the ſaid Premiſſes above hereby demiſed, or any Part thereof, ſhall be uſed or exerciſed, as or for any of the Arts or Trades aforeſaid, according to the Reſervation thereof aforeſaid, and the true Meaning of theſe Preſents; *And* that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will, upon the Requeſt of the ſaid *A. B.* his Heirs or Aſſigns, well and truly pay or cauſe to be paid ſo much lawful Money of *Great Britain* as ſhall be his and their Share of or for the Charge of making and paving the ſaid intended Stable-yard or Mews, and the Ways thereunto belonging, and the Drains and Sewers to be made therein, and of making and providing a Horſe-pond, Watering Place, Pump and Pipes, with other their Conveniencies and Appurtenances thereto belonging, and to be uſed in common therein, and of levying and conveying the Water therein; which ſaid Share of ſuch Charge ſhall be raiſed and proportioned according to the Number of Feet of the ſaid Piece of Ground above hereby demiſed, as doth or ſhall or may front or lie next to the ſaid intended Stable-yard or Mews, or any Way or Ways adjoining, belonging or leading thereto; and

To pay his Share of the Charges of making a Stable-yard, &c.

and the ſame Stable-yard or Mews and Ways thereunto belonging, with all the Appurtenances and Conveniencies as aforeſaid, being ſo made and done as aforeſaid, he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will pay, bear and diſcharge his and their like proportionable Part and Share, with other Tenants fronting on the ſaid intended Stable-yard or Mews, of the Charges of paving, repairing, new making, keeping, continuing and preſerving the ſame, as often as Need or Occaſion ſhall require, during all the then Remainder of the ſaid Terms above hereby demiſed; *And* that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will at his and their own proper Coſts and Charges, within twelve Kalendar Months from the Date hereof, well, ſubſtantially and in a Workman-like Manner compleat and finiſh the ſaid Meſſuage or Tenement, with the Appurtenances, now in building upon the Front of the ſaid Piece or Parcel of Ground above hereby demiſed, in every Reſpect fit for Habitation and Dwelling, and make a Portico before the —— Front of the ſaid Meſſuage or Tenement, eight Feet wide (little more or leſs) and put up good Iron Rails before all the ſaid —— Front of the ſaid Meſſuage or Tenement, and Poſts in the Street, and pave a Footway before all the ſaid —— Front of the ſaid Meſſuage or Tenement, of the Breadth of ten Feet (little more or leſs) with good *Purbeck* Stone, and ſhall and will do and finiſh all the other Pavements, as well rough as ſmooth, before the North and Eaſt Fronts of the ſaid Piece or Parcel of Ground or elſewhere before or belonging to the ſaid demiſed Premiſſes, in a good, ſubſtantial and Workman-like Manner; and ſhall build all the Stables and back Buildings behind the ſaid Meſſuage or Tenement as low as conveniently may be; *And* that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will, at his or their own like proper Coſts and Charges, well and ſufficiently repair, uphold, ſupport, ſuſtain, maintain, tile, glaze, lead, pave, purge, ſcour, cleanſe, empty, amend and keep the ſaid demiſed Meſſuage or Tenement, and all Erections and Buildings built, or which ſhall or may be built on the ſaid demiſed Piece or Parcel of Ground, or any Part thereof, and all the Pavements, Walls, Fences, Pipes, Gutters, Water-courſes, Privies, Sinks, Drains, Sewers and Appurtenances belonging, or which ſhall or may be made or belong to the ſame or any Part thereof, in, by and with all needful and neceſſary Reparations and Amendments whatſoever, when and ſo often as Need or Occaſion ſhall re-

To finiſh the Houſe in twelve Months.

To repair.

quire, during all the ſaid Terms hereby granted; *And* the ſame Premiſſes, with their Appurtenances, being ſo well and ſufficiently repaired, upheld, ſupported, ſuſtained, maintained, tiled, glazed, leaded, paved, purged, ſcoured, cleanſed, emptied, amended and kept, at the End or other ſooner Determination of the Terms aforeſaid ſhall and will peaceably and quietly leave, ſurrender and yield up unto the ſaid *A. B.* his Heirs or Aſſigns, together with all Wainſcot, Window-Shutters, Hearths, Slabs, Chimney-pieces and other Things thereto affixed and belonging; and that it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs or Aſſigns, and his or their Agents or Stewards, with Workmen and others, in his, their or any of their Companies, or without, twice or oftner in every Year yearly, during the Terms aforeſaid, to enter and come into and upon the Premiſſes above hereby demiſed, or any Part thereof, there to view, ſearch and ſee the State and Wants of Reparations thereof; and of all ſuch Defaults and Wants of Reparations, then and there on any ſuch View found, to give or leave Notice or Warning in Writing, at or upon the Premiſſes above hereby demiſed, or ſome Part thereof, to and for the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, to repair and amend the ſame within the Time or Space of three Months then next following; within which ſaid Time or Space of three Months, he the ſaid *C. D.* doth hereby for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree to and with the ſaid *A. B.* his Heirs and Aſſigns, ſhall and will well and ſufficiently repair and amend the ſame accordingly: *Provided* always nevertheleſs, that if it ſhall happen the ſaid yearly Rent or Sum of 20 *l.* herein before firſt reſerved, or the ſaid further yearly Rent or Sum of 1 *l.* 10 *s.* herein before next reſerved or agreed to be paid, or the ſaid Increaſe of Rent of 30 *l. per Annum* herein before laſt reſerved (or in Caſe the ſaid Premiſſes above hereby demiſed, or any Part thereof, ſhall be uſed or exerciſed, as or for any of the Arts or Trades aforeſaid) all or any or either of the ſaid Rents or Sums of Money, or any Part of them, to be behind or unpaid in Part or in all by the Space of twenty-one Days next over or after any of the ſaid Feaſts or Times of Payment whereon the ſame ought to be paid as aforeſaid (being lawfully demanded) that then and from thenceforth it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns, into and upon the ſaid hereby demiſed Premiſſes, or any Part thereof, in the Name of the

Proviſo for Re-entry on Non-payment of the Rent, &c.

the whole, wholly to re-enter, and the ſame to have again, retain, re-poſſeſs and enjoy, as in his or their firſt and former Eſtate; this Indenture or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, in Manner and Form following, (that is to ſay) That he the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, ſhall and will pay and apply, or cauſe to be paid and applied the ſaid yearly Rent or Sum of 1 *l.* 10 *s.* (herein before reſerved or agreed to be paid) for and towards the Charges of repairing, new making, keeping, continuing and preſerving the ſaid Garden deſigned to be made and incloſed in the ſaid new intended Square, called G. Square, and the Walls, Rails, Gates, Walks, Beds and other Ornaments, Matters and Things incident and belonging thereto, in good and ſufficient Repair, and for and towards the Charges of keeping a Perſon to look after and preſerve the ſaid intended Garden; and alſo to water the Streets lying between the Houſes fronting the ſaid intended Square, and the Wall or Fence made to incloſe the ſaid intended Garden, during all the ſaid Remainder of the ſaid ſeveral Terms of ſixty Years and thirty-nine Years hereby ſeverally granted, when and ſo often as Need or Occaſion ſhall require; *And alſo* ſhall and will from Time to Time and at all Times hereafter, when and ſo often as Need or Occaſion ſhall require, during the Terms aforeſaid, nominate and appoint a fit and able Perſon to look after and preſerve the intended Garden as aforeſaid; *And alſo* that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, paying the reſpective Rents or Sums of Money, and performing the ſeveral Covenants and Agreements herein before reſerved and contained, on his and their Parts and Behalfs to be paid, done and performed, according to the true Intent and Meaning of theſe Preſents, ſhall and lawfully may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the Premiſſes above hereby demiſed, with their Appurtenances, for and during all the ſaid Terms of ſixty Years and thirty-nine Years above hereby ſeverally granted, without any Let, Suit, Trouble, Moleſtation or Interruption of or by the ſaid *A. B.* his Heirs or Aſſigns, or any other Perſon or Perſons lawfully claiming or to claim, by, from or under him, them or any of them. *In Witneſs,* &c.

Leſſor covenants to apply the Rent of 1 l. 10 s. towards repairing a Garden to be made.

To appoint a fit Perſon to look after the Garden.

For quiet Enjoyment, on Leſſee's Payment of the Rents and performing the Covenants.

## *A Leaſe of a Houſe and Garden from the Principal and Commonalty of Vicars of the Cathedral Church of the City of* Chicheſter *for forty Years.*

THIS *Indenture* made, *&c.* between the Principal and Commonalty of Vicars of the Cathedral Church of the City of *Chicheſter* of the one Part, and *A. B.* of, *&c.* of the other Part, *witneſſeth*, that the ſaid Principal and Commonalty of Vicars, as well for and in Conſideration that the ſaid *A. B.* before the Enſealing and Delivery hereof, hath ſurrendered up unto them the ſaid Principal and Commonalty of Vicars one Indenture of Leaſe bearing Date, *&c.* and made by the then Principal and Commonalty of Vicars of the Cathedral Church aforeſaid unto the ſaid *A. B.* of the Meſſuage or Tenement and Garden, with the Appurtenances herein after mentioned, for a Term of Years not expired, as alſo for divers other good Cauſes and Conſiderations them the ſaid now Principal and Commonalty of Vicars hereunto moving, by and with their own mutual Aſſent, Conſent and Agreement, *Have* demiſed, granted and to Farm letten, and by theſe Preſents *Do* for them and their Succeſſors demiſe, grant and to Farm let unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, *All* that their Meſſuage or Tenement, commonly called or known by the Name of —— ſituate, ſtanding and being on the —— Part of —— Street of the City of *Chicheſter* in the County aforeſaid, between the Lane there going to the —— on the South Part, and the Meſſuage or Tenement late in the Occupation of —— on the North Part, and all Chambers, Lofts, Cellars, Sollars, Stables, Curtilages, Back-Rooms and other Edifices and Buildings thereunto belonging, and alſo all their Garden lying and being in the —— of the ſaid City of *Chicheſter*, between the Lands heretofore of —— and late of —— deceaſed, on the Weſt Part, and a certain Meſſuage or Tenement belonging to —— on the Eaſt Part; *All* which ſaid Premiſſes hereby demiſed, with the Appurtenances, are now in the Tenure or Occupation of, *&c.* *To have and to hold* the ſaid Meſſuage or Tenement, Garden and Premiſſes, with the Appurtenances, before in theſe Preſents demiſed or mentioned to be demiſed, unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of, *&c.* the Date hereof, for

Conſideration.

Demiſe.

Parcels.

Habendum.

for and during and unto the full End and Term of forty Years from thenceforth next enſuing and fully to be compleat and ended; *Yielding* and paying therefore yearly and every Year, during the ſaid Term hereby granted, unto the ſaid Principal and Commonalty of Vicars and their Succeſſors, 32 *s.* and 3 *d.* of lawful Money of *Great Britain*, at the Feaſts of, *&c.* by even and equal Portions, at or upon the Stone-Stairs leading up to the Common Hall of them the ſaid Principal and Commonalty of Vicars, ſituate within the Cloſe of the Cathedral Church aforeſaid, to be paid: *Provided* always, that if it ſhall happen that the ſaid yearly Rent of 32 *s.* and 3 *d.* or any Part thereof, to be behind or unpaid in Part or in all, by the Space of twenty-one Days next after any Feaſt or Day of Payment on which the ſame ought to be paid as aforeſaid, (being lawfully demanded) that then and at all Times after it ſhall and may be lawful to and for the ſaid Principal and Commonalty of Vicars and their Succeſſors, into all the ſaid demiſed Premiſſes, or any Part thereof, in the Name of the whole, wholly to re-enter, and the ſame to have again, retain, repoſſeſs, enjoy and keep as in their firſt and former Eſtate; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid Principal and Commonalty of Vicars and their Succeſſors, by theſe Preſents, that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and will yearly and every Year, during the ſaid Term hereby granted, well and truly pay or cauſe to be paid unto the ſaid Principal and Commonalty of Vicars and their Succeſſors, the ſaid yearly Rent or Sum of 32 *s.* and 3. *d.* herein before reſerved, to be paid at ſuch Times and Place, and in ſuch Manner and Form as herein before is limited and appointed for Payment thereof; *And alſo* that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and will at his and their own proper Coſts and Charges bear, pay and diſcharge all Quit-Rents which now are or during this Demiſe ſhall be iſſuing, due or payable out of or for the ſaid demiſed Premiſſes to the Mayor and Aldermen of the City of *Chicheſter* aforeſaid, and alſo all Manner of Duties, Taxes, Aſſeſſments, both ordinary and extraordinary, which ſhall during this Demiſe be iſſuing, due or payable out of or for the ſaid demiſed Premiſſes; *And alſo* that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns ſhall and will yearly and every Year

Reddendum.

Leſſee covenants to pay the Rent.

To pay Quit-Rents and Taxes.

at the Feaſt of —— during the Term hereby granted, well and truly pay and deliver or cauſe to be paid and delivered unto the ſaid Principal and Commonalty of Vicars and their Succeſſors (towards the King's Feaſt) —— Quarts of good Wine by Wine Meaſure, or —— in Money, in Lieu thereof, without Fraud or Delay; *And alſo* that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns ſhall and will, at his and their own proper Coſts and Charges, from Time to Time and at all Times during the Term hereby granted, when and ſo often as need ſhall require, well and ſufficiently repair, amend, ſupport, uphold, maintain, ſuſtain, fence, ſcour, cleanſe and keep the ſaid Meſſuage or Tenement hereby demiſed, and all the Buildings, Walls, Poſts, Pales, Rails, Gates, and Fences which now are or during this Demiſe ſhall be in or upon the ſaid demiſed Premiſſes; and the ſaid Meſſuage or Tenement, Buildings, Walls, Poſts, Pales, Rails, Gates and Fences being ſo well and ſufficeintly repaired, amended, ſupported, maintained, ſuſtained, fenced, ſcoured, cleanſed and kept, together with the Poſſeſſion of the ſaid demiſed Premiſſes, ſhall and will peaceably and quietly leave, ſurrender and yield up unto the ſaid Principal and Commonalty of Vicars and their Succeſſors, at the End of the ſaid Term hereby granted; *And alſo* that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns ſhall and will, at his and their own proper Coſts and Charges, from Time to Time and at all Times during the Term hereby granted, well and ſufficiently repair, pave and amend the Pavements in the Street againſt the ſaid demiſed Premiſſes, and all the ſame Pavements being ſo well and ſufficiently repaired, paved and amended, ſhall and will alſo leave and yield up unto the ſaid Principal and Commonalty of Vicars and their Succeſſors, at the End of the ſaid Term hereby granted: *Provided* always, that if the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns ſhall not or do not, from Time to Time and at all Times during the Term hereby granted, within ſix Months next after Warning given unto him the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, by the ſaid Principal and Commonalty of Vicars or their Succeſſors, at the ſaid Meſſuage or Tenement hereby demiſed, well and ſufficiently repair, amend, ſupport, maintain, ſuſtain, fence, ſcour, cleanſe, pave and keep the ſaid demiſed Meſſuage or Tenement, and all the Buildings, Walls, Poſts, Pales, Rails, Gates, Fences and Pavements, which now are or during the

To repair.

To pave.

Proviſo for Re-entry.

Term hereby granted ſhall be in, upon or belonging to the ſaid demiſed Premiſſes, that then and from thenceforth and at all Times after it ſhall and may be lawful to and for the ſaid Principal and Commonalty of Vicars and their Succeſſors, into the ſaid demiſed Premiſſes, and every Part and Parcel thereof, wholly to re-enter, and the ſame to have again, repoſſeſs, enjoy and keep as in their firſt and former Eſtate; any Thing herein contained to the Contrary thereof in any wiſe notwithſtanding. *And* the ſaid Principal and Commonalty of Vicars do for themſelves and their Succeſſors covenant, promiſe and agree to and with the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, paying the ſaid yearly Rent and obſerving, performing, fulfilling and keeping all and every the Covenants, Grants, Proviſoes, Conditions and Agreements herein before mentioned and contained, and which on his and their Parts and Behalfs are or ought to be obſerved, performed, fulfilled and kept, ſhall and lawfully may from Time to Time, and all Times during the ſaid Term hereby granted, peaceably and quietly have, hold, uſe, occupy, poſſeſs, enjoy and keep *All* the ſaid Meſſuage or Tenement, Garden and Premiſſes, with the Appurtenances hereby demiſed, without any Let, Suit, Trouble, Interruption or Contradiction of or by the ſaid Principal and Commonalty of Vicars or their Succeſſors. *In Witneſs* whereof, to one Part of this preſent Indenture remaining with the ſaid *A. B.* the ſaid Principal and Commonalty of Vicars have cauſed their Common Seal to be ſet, and to the other Part thereof remaining with the ſaid Principal and Commonalty of Vicars, the ſaid *A. B.* hath ſet his Hand and Seal the Day and Year firſt above written.

Leſſor's Covenant for quiet Enjoyment, on Leſſee's performing the Covenants.

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## *A Leaſe of a Houſe and Garden for fourſcore and nineteen Years, if three Lives live ſo long.*

THIS *Indenture* made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, *witneſſeth,* that for and in Conſideration of the Sum of —— of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* at or before the Enſealing and Delivery

Conſideration.

livery of theſe Preſents, the Receipt whereof the ſaid *A. B.*
doth hereby acknowledge, and thereof and of every Part thereof
doth acquit, releaſe and diſcharge the ſaid *C. D.* his Executors,
Adminiſtrators and Aſſigns by theſe Preſents, he the ſaid
*A. B. Hath* demiſed, granted and to Farm letten, and by theſe Demiſe.
Preſents *Doth* demiſe, grant and to Farm let unto the ſaid
*C. D.* his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage Parcels.
or Tenement, Barn, Backſide, Garden and Orchard, ſituate,
*&c.* (being Parcel of and belonging to the Priory of
the Manor of *C.* aforeſaid) late in the Occupation of, *&c.* and
now in the Occupation and Poſſeſſion of him the ſaid *C. D.* Exception.
*Except* and always reſerved out of this preſent Demiſe unto
the ſaid *A. B.* his Heirs and Aſſigns, *All* Timber-Trees, and all
Quarries, Mines and Royalties whatſoever, with free Liberty
to cut down, have, hold, take and enjoy the ſame at his and
their free Wills and Pleaſure; *To have and to hold* all and ſingular Habendum.
the ſaid demiſed Meſſuage or Tenement, Barn, Backſide,
Garden and Orchard, with the Appurtenances, and every Part
and Parcel thereof, (except before excepted) unto the ſaid *C. D.*
his Executors, Adminiſtrators and Aſſigns, from the Day of
the Date hereof, for and during and unto the full End and
Term of fourſcore and nineteen Years from thence next enſuing
and fully to be compleat and ended (if the ſaid *C. D.* aged
—— Years or thereabouts, and *E.* his Wife, aged ——
Years or thereabouts, and *D. D.* their Son, aged —— Years
or thereabouts, or either of them, do and ſhall ſo long live);
*Yielding* and paying therefore yearly and every Year, during the Reddendum.
Continuance of this Demiſe, unto the ſaid *A. B.* his Heirs and
Aſſigns, the Rent or Sum of 2 *s.* of lawful Money of *Great
Britain* at or upon the Feaſt-Day of St. *Michael* the Archangel;
*And alſo yielding*, paying and delivering unto the ſaid *A. B.* his
Heirs and Aſſigns, upon and immediately after the Death and
Deceaſe of every of them the ſaid *C. D.* and *E.* his Wife, and
*D. D.* their Son, the Sum of 20 *s.* of lawful Money of *Great
Britain*, for and in the Name of an Heriot; *And* the ſaid *C. D.* Leſſee covenants
for himſelf, his Executors, Adminiſtrators and Aſſigns, doth to pay
covenant, promiſe and agree to and with the ſaid *A. B.* his all Taxes.
Heirs and Aſſigns, by theſe Preſents, in Manner and Form following,
(*that is to ſay*) That he the ſaid *C. D.* his Executors,
Adminiſtrators and Aſſigns, or ſome or one of them, ſhall and
will from Time to Time and at all Times hereafter, during the
Continuance of this Demiſe, bear, pay and diſcharge all and

all Manner of Dues, Duties, Taxes, Payments, Charges and Services whatſoever, which now are or during this Demiſe ſhall be iſſuing, due or payable out of, for or in Reſpect of the ſaid demiſed Premiſſes, or any Part thereof, to the King's Majeſty, his Heirs and Succeſſors, the Church and Poor, or to any other Perſon or Perſons whatſoever;

To repair.

*And* that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time and at all Times hereafter, during the Continuance of this Demiſe, well and ſufficiently repair, amend, uphold, maintain and keep all and ſingular the ſaid demiſed Meſſuage or Tenement and Barn, and all the Hedges, Ditches and Fences of and belonging to the ſaid demiſed Premiſſes, in, by and with all and all Manner of needful and neceſſary Reparations, Amendments and Buildings whatſoever; and the ſame in all Things ſo well and ſufficiently repaired, amended, upheld, maintained and kept, at the End or ſooner Determination of this Demiſe, ſhall and will peaceably and quietly leave and yield up into the Hands and Poſſeſſion of the ſaid *A. B.* his Heirs or Aſſigns; he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, having by the Aſſignment of the ſaid *A. B.* his Heirs and Aſſigns, ſufficient and convenient Houſe-boot, Hedge-boot and Fire-boot, in and upon the ſaid demiſed Premiſſes, if it be there to be had, and may conveniently be ſpared, to be ſpent and employed in and upon the ſame Premiſſes, and not elſewhere:

To do Suit of Court.

*And further* that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time and at all Times hereafter, during the Continuance of this Demiſe, upon lawful Warning to be left at the Premiſſes hereby demiſed, make and do his and their Suit of Court to be held at and for the ſaid Manor of the Priory of *C.* aforeſaid, when and as often as any Court or Courts ſhall be held for the ſaid Manor, and alſo ſhall and will from Time to Time, during the Continuance of this Demiſe, be ruled, ordered and juſtified by ſuch reaſonable Precepts, Orders and By-Laws as ſhall be there made, and do perform and execute the ſame as the reſt of the Tenants and Copyholders ſhall or ought to do, perform and execute, according to the Cuſtom of the ſaid Manor.

Leſſor covenants for quiet Enjoyment, on Leſſee's Payment of the Rent and performing the Covenants.

*And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, well and truly paying the Rent and Heriots, and performing the Covenants herein before reſerved and contained, on the Part and Behalf of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, to be paid, done and performed, ſhall and lawfully may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſaid demiſed Meſſuage or Tenement, Barn, Backſide, Garden, Orchard and Premiſſes, with the Appurtenances, and every Part and Parcel thereof, (except before excepted) during the Continuance of this Demiſe, without the lawful Let, Suit, Trouble, Denial, Eviction, Ejection, Expulſion or Interruption of him the ſaid *A. B.* his Heirs and Aſſigns, or any of them, or of any other Perſon or Perſons whatſoever lawfully claiming or to claim by, from or under him, them or any of them: *Provided* always, that if the ſaid yearly Rent of 2 *s.* or any Part thereof, ſhall be behind and unpaid by the Space of twenty-one Days next after the ſaid Feaſt-Day of Payment on which the ſame ought to be paid as aforeſaid (being lawfully demanded); or if the ſaid Heriot Money ſhall happen to be due, and ſhall not be truly paid after reaſonable Demand in that Behalf to be made; or if the ſaid Suit and Service of Court ſhall not be duly done and performed according to the true Intent and Meaning of theſe Preſents; or if the ſaid demiſed Premiſſes ſhall not be well and ſufficiently repaired, amended and upheld, as aforeſaid; that then and from thenceforth, in all and every or any of the Caſes aforeſaid, theſe Preſents and the Demiſe and Grant hereby made of the Premiſſes ſhall ceaſe, determine and be utterly void and of no Effect to all Intents and Purpoſes whatſoever, as if the ſame had never been made; and that then it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns, into all and ſingular the ſaid demiſed Premiſſes wholly to reenter, and the ſame to have again, retain, repoſſeſs and enjoy; and the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from thence utterly to expel, put out and amove; this Indenture or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

Proviſo for Re-entry on Non-payment of Rent, &c.

# Letters of Attorney.

## *A Letter of Attorney to receive Rents.*

KNOW *all Men* by theſe Preſents, that I *A. B.* of, *&c.* *Have* made, ordained, conſtituted and appointed, and by theſe Preſents *Do* make, ordain, conſtitute and appoint *C. D.* of, *&c.* my true and lawful Attorney for me, and in my Name and for my Uſe, to aſk, demand and receive of and from all and ſingular the Tenants of my ſeveral Meſſuages, Lands, Tenements and Eſtates, ſituate in the Iſle of *T.* or elſewhere in the County of *Kent*, *All* ſuch Sum and Sums of Money, as now are or at any Time or Times hereafter ſhall grow or become due or payable to me for the Rent or Rents of my ſaid Meſſuages, Lands, Tenements and Eſtates, and upon Receipt thereof, or any Part thereof, Acquittances or other Diſcharges for the ſame, or any Part thereof, for me and in my Name to make, ſign, ſeal and execute, and for Non-payment thereof, or of any Part thereof, by himſelf or by his Attorney or Attornies, Agent or Agents, to enter upon my ſaid Meſſuages, Lands, Tenements and Eſtates, and Diſtreſs or Diſtreſſes for ſuch Rent or Rents upon the ſame to make, drive, carry away, and to cauſe and procure the ſame to be ſold for Payment of ſuch Rent according to the Form of the ſeveral Statutes in that Caſe made and provided; and to take ſuch other legal Courſes for Recovery of ſuch Rents as to the ſaid *C. D.* ſhall ſeem fit and requiſite, ratifying and confirming all and whatſoever the ſaid *C. D.* his Attornies or Agents ſhall lawfully do or cauſe to be done in and about the Premiſſes by Virtue of theſe Preſents. *In Witneſs*, &c.

## *A Letter of Attorney to receive Rents and Dividends on Stocks, and to let Eſtates.*

KNOW *all Men* by theſe Preſents, that I *A. B.* of, *&c.* am going Abroad to reſide for ſome Time at *Spa* in *Germany* beyond the Seas, and therefore have made, ordained, conſtituted and appointed, and by theſe Preſents *Do* make, ordain, conſtitute and appoint my Brother *B. B.* of, *&c.* my true and lawful Attorney for me, and in my Name to aſk, demand, and receive, not only of and from all and every my Tenant and Tenants, *All* Rents in Arrear now due and to grow due from them reſpectively in Reſpect of any Meſſuages, Lands and Hereditaments he or they hold of me, and in Default of Payment of all or any the ſaid Rents, to ſue and diſtrain for the ſame, but alſo to receive from the Corporation of the Bank of *England*, *Eaſt-India* Company, *South-Sea* Company and every of them, and all and every other Corporations and Companies, all Dividends due and to grow due for all or any the Stocks in the Books of the ſaid reſpective Corporations or Companies ſtanding in my Name, and that the Receipt and Receipts of my ſaid Attorney, for the ſaid reſpective Rents and Dividends ſo paid to my ſaid Attorney in Purſuance of theſe Preſents, ſhall be, and I do hereby declare the ſame to be a full and effectual Diſcharge to and for ſuch reſpective Tenants, Corporations and Companies, as if I myſelf was preſent and did the ſame: *And further*, in Caſe any of my ſaid Tenants ſhall quit or leave the Premiſſes by them reſpectively holden, then and in that Caſe my ſaid Attorney ſhall have full Power, and by theſe Preſents I do fully authorize and impower him to demiſe, let and ſet the ſame reſpectively to ſuch Perſon or Perſons, and for ſuch Rent and Rents, and for ſuch Term and Time as my ſaid Attorney ſhall think fit; and by theſe Preſents I do further authorize and impower my ſaid Attorney to receive of and from all and every other Perſon and Perſons, *All* and every Sum and Sums of Money due to me from them or any of them, and to do all and every Act and Acts, Thing and Things, in Relation to the Premiſſes, as if I myſelf was preſent and did the ſame; and whatſoever my ſaid Attorney ſhall lawfully do in the Premiſſes, I do by theſe Preſents ratify and confirm, and declare the ſame to be binding to me to all Intents and Purpoſes whatſoever. *In Witneſs*, &c.

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## *A Letter of Attorney to grant Leaſes for Lives, or Years determinable upon Lives.*

KNOW *all Men* by theſe Preſents, that I *A. B.* of, *&c.* *Have* conſtituted, ordained and appointed, and by theſe Preſents *Do* conſtitute, ordain and appoint *E. F.* of, *&c.* and *G. H.* of, *&c.* to be my true and lawful Attorney or Attornies, jointly or ſeparately, in my Name jointly with their own, to grant, demiſe, ſet and let all and every my Manors, Lands, Tenements Hereditaments and Eſtate, ſituate, lying and being in the County of *C.* to any Perſon or Perſons whatſoever, for one, two or three Life or Lives, or for any Number of Years determinable upon one, two or three Life or Lives, and for ſuch Conſideration as my ſaid Attornies, or either of them, ſhall think ſit and convenient, and to do all and every ſuch other Thing and Things, Act and Acts whatſoever, in Relation to the Premiſſes, as if I myſelf was preſent and did the ſame; and whatſoever Sum and Sums of Money my ſaid Attornies, or either of them, ſhall reſpectively receive, or ſhall be paid to my ſaid Attornies, or either of them, for the Conſideration of any ſuch Grant, Demiſe or Leaſe, the Receipt and Receipts of my ſaid Attornies or either of them ſhall be to the Perſon or Perſons paying the ſame, a full and effectual Diſcharge to all Intents and Purpoſes whatſoever, as if I myſelf was preſent and gave the ſame; and whatſoever other Act and Acts, Thing and Things, my ſaid Attornies, or either of them, ſhall do in my Name in Relation to the Premiſſes, I do hereby ratify and confirm, and the ſame ſhall be to all Intents and Purpoſes as valid in the Law as if I was preſent myſelf and did the ſame: *Provided* always, and I the ſaid *A. B.* do hereby declare that my ſaid Attornies, or either of them, ſhall not be anſwerable for any more Monies than he or they ſhall actually and reſpectively receive; and that they or either of them ſhall not be anſwerable for any Monies he or they ſhall ſo reſpectively receive, that ſhall or may be loſt by the Accident of returning the ſame to *London*, by bad Bills, or of robbing or otherwiſe;

it being my true Intent and the Intent of theſe Preſents, that my ſaid Attornies, or either of them, ſhall run no Riſk or Hazard after they have received the ſaid Money till ſuch Time as they have actually paid it to me or my Order, ſo as the ſame be taken Care of in the ſame Manner as the Money they ſhall receive for themſelves reſpectively. *In Witneſs*, &c.

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## *A Letter of Attorney to execute a Deed.*

KNOW *all Men* by theſe Preſents, that I *A. B.* of, *&c.* *Have* made, ordained, conſtituted and appointed, and by theſe Preſents *Do* make, ordain, conſtitute and appoint *C. D.* of, *&c.* my true and lawful Attorney, for me and in my Name to ſign, ſeal, and as my Act and Deed to deliver one Indenture of Releaſe bearing Date, *&c.* and made or mentioned to be made between *E. F.* of, *&c.* and *M.* his Wife, of the firſt Part, me the ſaid *A. B.* of the ſecond Part, and *G. H.* of, *&c.* of the third Part; *Whereby* and by Virtue of a Bargain and Sale therein mentioned, the ſaid *E. F.* and *M.* his Wife, in Conſideration of the Sum of 400 *l.* therein mentioned to be paid to me, and other the Conſiderations therein mentioned, *Do* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *G. H.* and his Heirs, *All* that Piece and Parcel of Ground, Erections and Buildings thereon in the Pariſh of *F.* in the County of *S.* therein mentioned and deſcribed; *To hold* the ſame unto and to the Uſe of the ſaid *G. H.* his Heirs and Aſſigns for ever; and I do hereby authorize and impower my ſaid Attorney, for me and in my Name, and for my Uſe, not only to receive the ſaid Sum of 400 *l.* the ſaid Conſideration Money, but alſo to ſign a Receipt for the ſame; and whatſoever my ſaid Attorney ſhall do in the Premiſſes purſuant to the Authority hereby given, I do by theſe Preſents for me, my Heirs, Executors and Adminiſtrators, ratify and confirm the ſame. *In Witneſs*, &c.

## *A Letter of Attorney to receive Money to become due on a Bond, and other Debts.*

KNOW *all Men* by theſe Preſents, that I *A. B.* of, *&c.* have made, ordained, conſtituted and appointed, and by theſe Preſents *Do* make, ordain, conſtitute and appoint *H. A.* of, *&c.* my true and lawful Attorney, for me and in my Name, and to my Uſe, to aſk, demand and receive of and from Mrs. *S. T.* Spinſter, all ſuch Sum and Sums of Money as ſhall from Time to Time become due and payable unto me upon and by Virtue of a Bond entered into by the ſaid *S. T.* for Payment of 50*l.* a Year by equal quarterly Payments, during my natural Life; and likewiſe to aſk, demand and receive of and from all and every other Perſon and Perſons, all and every ſuch Sum and Sums of Money, as now are, or at any Time or Times hereafter ſhall accrue and become due to me on any Account whatſoever; and upon Receipt of ſuch Sum and Sums of Money, Acquittances or other Diſcharges for the ſame, or for any Part thereof, for me and in my Name to ſign, ſeal and execute, and upon Non-payment thereof to take ſuch Courſe, either in Law or Equity, for the Recovery thereof, as to my ſaid Attorney ſhall ſeem meet; hereby ratifying and confirming all and whatſoever my ſaid Attorney ſhall lawfully do or cauſe to be done in or about the Premiſſes, by Virtue of theſe Preſents. *In Witneſs,* &c.

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## *A Letter of Attorney to receive Rents and other Debts, to let Eſtates, and to pay Debts out of the Money to be received.*

TO *all to whom* theſe Preſents ſhall come, *A. B.* of, *&c.* ſendeth Greeting. *Whereas* the ſaid *A. B.* is going to—— into Parts beyond the Seas; *Now know ye,* that I the ſaid *A. B.* *Have* conſtituted, ordained and appointed, and by theſe Preſents *Do* conſtitute, ordain and appoint *W. C.* of, *&c.* my true and lawful Attorney, for me and in my Name, Place and Stead, and to my Uſe, to aſk, demand, ſue for, recover and receive all and all Manner of Debts, Duties, Rent and Rents, Sum and Sums of Money whatſoever, due or hereafter to be due and payable unto me the ſaid *A. B.* from my Tenant and Tenants, or any other Perſon or Perſons whatſoever, for any Matter, Cauſe or Thing whatſoever; and upon Receipt thereof, in my Name, or in the Name of my ſaid Attorney for my Uſe, to make and give Acquittances or other Diſcharges for the ſame; and alſo for me and in my Name to enter into or upon any of my Meſſuages, Lands, Tenements and Hereditaments, out of which any Rent or other Duty or Thing is or ſhall be due unto me; and for Non-payment of the ſaid Rent and Rents or other Duty, either to ſeize and make ſuch Diſtreſſes for the ſame, as by Law I might do if I was preſent; or to take ſuch other Remedy for the Recovering the ſame, as the Law doth admit; *And* I do hereby further authorize and impower my ſaid Attorney to let and ſet all or ſuch of my Lands, Tenements and Hereditaments that ſhall or may fall in Hand, in ſuch Sort and Manner, and for ſuch Rent as my ſaid Attorney ſhall judge proper; *And* my ſaid Attorney ſhall and may pay, apply and diſcharge, out of ſuch Monies as ſhall come to his Hands, ſuch Sum and Sums of Money as ſhall or may be due and owing by me to any Perſon or Perſons whatſoever, and at ſuch Times and in ſuch Manner as my ſaid Attorney ſhall judge proper; and further to do or cauſe to be done all ſuch further and other reaſonable Act and Acts, Thing and Things, in Relation to the Premiſſes, as if I myſelf was preſent; and whatſoever my ſaid Attorney ſhall do, or cauſe to be done, in, about or concerning the Premiſſes, I the ſaid *A. B.* do by theſe Preſents ratify, confirm and allow, as fully and effectually as if I myſelf was preſent and did the ſame in my own Perſon. *In Witneſs*, &c.

FH
MVSEVM
BRITANNICVM

*A Letter*

## *A Letter of Attorney to receive the Intereſt of a Sum of Money.*

KNOW *all Men* by theſe Preſents, that I *A. B.* of, *&c. Have* made, ordained, conſtituted and appointed, and by theſe Preſents *Do* make, ordain, conſtitute and appoint *C. C.* of, *&c.* my true and lawful Attorney for me and in my Name, but for his own Uſe, to aſk, demand and receive of *D. E.* of, *&c.* all ſuch Sum and Sums of Money, as now are and as ſhall from Time to Time hereafter become, accrue and grow due to me from him for the Intereſt of 20,000 *l.* due by Mortgage from him the ſaid *D. E.* until he the ſaid *C. C.* ſhall be fully paid and ſatisfied the Sum of 2000 *l.* with legal Intereſt for the ſame, from the Day of the Date of theſe Preſents, which he has advanced, lent and paid to me upon the ſaid Security; *And* I do hereby impower and authorize the ſaid *C. C.* from Time to Time to give full and ſufficient Receipts and Diſcharges for the ſaid Intereſt Money, as the ſame ſhall become due and payable, and to take ſuch Courſes in Law or Equity for Recovery thereof, as to him ſhall ſeem meet; hereby ratifying and confirming all and whatſoever the ſaid *C. C.* ſhall lawfully do or cauſe to be done in or about the Premiſſes, by Virtue of theſe Preſents. *In Witneſs*, &c.

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## *A Letter of Attorney to receive from the Accountant General of the Court of Chancery, a Draught on the Bank of* England.

KNOW *all Men* by theſe Preſents, that I *W. M.* of, *&c. Have* nominated, conſtituted and appointed, and by theſe Preſents *Do* nominate, conſtitute and appoint *J. A.* of, *&c.* my true and lawful Attorney for me and in my Name, or in his own Name, but for my Uſe, to aſk, demand and receive from the Accountant General of the Court of Chancery, a Cheque Note or Draught to be by him drawn on the Governor and Company of the Bank of *England* for the Sum of —— directed to be paid to me by an Order of the ſaid Court, dated the, *&c.*

*&c.* made in the Cauſe *A.* againſt *B.* And I do hereby authorize and impower my ſaid Attorney to write and indorſe my Name on the Back of ſuch Note or Draught, and to receive the Money drawn for thereby from the Bank of *England*, and on Receipt of ſuch Note or Draught and Sum of Money, to give proper Acquittances and Diſcharges for the ſame to the ſaid Accountant General and the Bank of *England*; hereby ratifying and confirming whatſoever, my ſaid Attorney ſhall do in the Premiſſes by Virtue of theſe Preſents. *In Witneſs*, &c.

*Note*; There muſt be an Affidavit of the Execution of this Letter of Attorney ſworn before a Maſter in Chancery.

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## *A Letter of Attorney to receive Principal Money, Intereſt and Coſts, reported due on a Mortgage by a Maſter in Chancery.*

To *all to whom* theſe Preſents ſhall come, *A. B.* of, *&c.* ſendeth Greeting. *Whereas* in and by a Decree or decretal Order made in a certain Cauſe depending in the High and Honourable Court of Chancery, bearing Date, *&c.* wherein the ſaid *A. B.* is Plaintiff, and *C. D.* is Defendant, *It is ordered* and decreed, that the ſaid Defendant *C. D.* ſhould be abſolutely foreclosed of the Equity of Redemption of the Premiſſes in Queſtion; and that it be referred to Maſter *B.* one of the Maſters *B.* of the ſaid Court, to compute what was due to the Plaintiff for Principal and Intereſt on the Mortgage in the Pleadings mentioned, and to tax the Plaintiff his Coſts in the ſaid Court and at Law; and that the ſaid Defendant ſhould, within ſix Months after the ſaid Maſter ſhould have made his Report, pay the Plaintiff what ſhould thereby be certified due to him for Principal, Intereſt and Coſts, at ſuch Time and Place as the ſaid Maſter ſhould appoint, and thereupon the Plaintiff ſhould convey unto the Defendant the mortgaged Premiſſes, as in the ſaid Order is mentioned; but in Default of Payment, the ſaid Defendant is to ſtand abſolutely foreclosed. *And whereas* by a ſubſequent Order, made alſo in the ſaid Cauſe, bearing Date, *&c.* the ſaid recited Decree or decretal Order was made abſolute; *And whereas* the ſaid Maſter, in Purſuance of the ſaid recited Orders, by his Report, bearing Date, *&c.* did certify that he had been attended by the Clerks in Court and Solicitors for the Plaintiff and Defendant, and did find that there was due to the Plaintiff, by a Mortgage on the Premiſſes in Queſtion in the ſaid Cauſe, for Principal, Intereſt and Coſts, the Sum of—— which he did appoint the Defendant to pay to the Plaintiff on the —— Day of —— now next enſuing, between the Hours of ten and twelve of the Clock in the Forenoon, at the Chapel of the Rolls in *Chancery Lane*; *And whereas* the ſaid Maſter's Report hath ſince been abſolutely confirmed, as by the ſaid Decree, Orders and Report may appear: *Now* I the ſaid *A. B.* have conſtituted, ordained and appointed, and by theſe Preſents do conſtitute, ordain and appoint *H. C.* of, *&c.* and *J. M.* of, *&c.* my true and lawful Attorney and Attornies, jointly or ſeverally, for me and in Name, and for my Uſe, to receive of and from the Defendant *C. D.* the ſaid Sum of —— reported due to me as aforeſaid; and upon Receipt of the ſaid Sum of—— to give ſuch Acquittance and Diſcharge for the ſame, as they our ſaid Attornies, or either of them, ſhall think fit and proper, which ſaid Acquittance and Diſcharge ſhall be to the ſaid *C. D.* a good and effectual Diſcharge to all Intents and Purpoſes whatſoever; and further, whatſoever our ſaid Attornies or either of them ſhall lawfully do in the Premiſſes, I do by theſe Preſents ratify and confirm, and the ſame ſhall be binding to me, as if I was preſent and did the ſame. *In Witneſs*, &c.

## *A Letter of Attorney to receive a Penſion.*

KNOW *all Men* by theſe Preſents, that I *L. F.* of, *&c. Have* made, ordained, conſtituted and appointed, and by theſe Preſents *Do* make, ordain, conſtitute and appoint *C. C.* of, *&c.* my true and lawful Attorney, for me and in my Name, and to my Uſe, to aſk, demand and receive all ſuch Sum and Sums of Money, as now are, or at any Time hereafter ſhall become or grow due to me for my Penſion of 400 *l. per Annum*, which is iſſuing and payable to me from his Majeſty, or for any other Penſion or Payment iſſued or to be iſſuing or payable to me from his Majeſty; and upon Receipt thereof, or of any Part thereof, I do hereby impower and authorize the ſaid *C. C.* Acquittances or other Diſcharges for the ſame, or for any Part thereof, for me and in my Name to give, ſeal and deliver, and to do all and every Act and Acts, Thing and Things for recovering and receiving the ſame, and for acquitting, releaſing and diſcharging the ſame or any Part thereof, as I myſelf could do if I was preſent; hereby ratifying and confirming all and whatſoever my ſaid Attorney ſhall lawfully do or cauſe to be done in or about the Premiſſes by Virtue of theſe Preſents. *In Witneſs*, &c.

## *A Letter of Attorney to receive Coſts taxed.*

KNOW *all Men* by theſe Preſents, that I *R. M.* of, *&c.* *Have* made, ordained, conſtituted and appointed, and by theſe Preſents *Do* make, ordain, conſtitute and appoint *J. M.* of, *&c.* my true and lawful Attorney, for me and in my Name, and to my Uſe, to aſk, demand and receive of and from *T. F.* Eſquire, the Sum of 9 *l.* 19 *s.* for Coſts taxed in his Majeſty's Court of Exchequer, in a Cauſe there depending between the ſaid *T. F.* Eſquire, Plaintiff, and me the ſaid *R. M.* Defendant; and upon Receipt thereof an Acquittance or other ſufficient Diſcharge for the ſame to ſign or execute; hereby ratifying and confirming all and whatſoever my ſaid Attorney ſhall lawfully do or cauſe to be done in Relation to the ſaid Premiſſes. *In Witneſs*, &c.

## *A Letter of Attorney to receive Goods ſent from* Jamaica, *and to ſell the ſame.*

KNOW *all Men* by theſe Preſents, that I *A. B.* of, *&c.* *Have* made, ordained, conſtituted and appointed, and by theſe Preſents *Do* make, ordain, conſtitute and appoint *C. D.* of, *&c.* my true and lawful Attorney, for me and in my Name, and for the Uſes following, to aſk, demand, take and receive all and every the Goods, Chattels and Effects, which from Time to Time ſhall be tranſported, ſent or ſhall come from the Iſland of *Jamaica* in any Ship or Ships whatſoever, conſigned, directed or ſent to me or to *J. H.* Merchant, or to any other Perſon or Perſons whatſoever, for my Uſe or on my Account, and to ſell and diſpoſe of all ſuch Goods, Chattels and Effects for the beſt Price, Prices or Advantage that can be made thereof, and to receive and take the Money for which they ſhall be ſold or diſpoſed of; and out of the Money ariſing or to be received upon ſuch Sale or Sales, in the firſt Place to retain and keep to his own Uſe the Sum of ——— which he the ſaid *C. D.* hath this Day advanced and lent to me upon my Bond, bearing even Date with theſe Preſents, together with Intereſt for the ſame, and alſo all ſuch Sum and Sums of Money as he the ſaid *C. D.* ſhall from Time to Time advance and pay to *E.* my Wife for her Support and Maintenance in my Abſence, which is deſigned to be 6 *l.* 6 *s.* at the End of every Month from the Day of the Date of theſe Preſents; and after retaining and keeping to his own Uſe *All* ſuch Sum and Sums of Money as have been and ſhall be advanced and due to him the ſaid *C. D.* as aforeſaid, then to pay the Reſidue of the ſaid Money, which ſhall from Time to Time be remaining in his Hands, to ſuch Perſon and Perſons as I the ſaid *A. B.* by any Letter of Attorney under my Hand and Seal, or by any Bill or Writing under my Hand, ſhall direct, order and appoint. *In Witneſs*, &c.

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## *A Letter of Attorney to be admitted to a Copyhold Eſtate, and after Admiſſion to ſurrender the ſame.*

KNOW *all Men* by theſe Preſents, that I *A. B.* of, *&c.* eldeſt Son and Heir of *F.* late Wife of *A. B.* late of, *&c.* heretofore *F. W.* Spinſter, *Have* conſtituted, ordained and appointed, and by theſe Preſents *Do* conſtitute, ordain and appoint *J. M.* of, *&c.* my true and lawful Attorney, for me and in my Name to appear at the next or any ſubſequent Court-Baron to be holden for the Manor of *H.* in the County of *H.* and then and there to be admitted Tenant, according to the Cuſtom of the ſaid Manor, unto *All* that third Part of, *&c.* as alſo unto a third Part of all other the Copyhold Lands, Tenements and Hereditaments whatſoever within the ſaid Manor deſcended unto me by the Death of the ſaid *F.* who was one of the Daughters and Coheirs of *E. W.* Eſquire, deceaſed; *And* after Admiſſion had and taken, for me the ſaid *A. B.* the Son, and in my Name, to ſurrender the ſaid Premiſſes according to the Cuſtom of the ſaid Manor; *To the Uſe* and Behoof of *H. E.* of, *&c.* his Heirs and Aſſigns for ever, according to the Cuſtom of the ſaid Manor. *And* I do hereby ratify and confirm all and whatſoever my ſaid Attorney ſhall do as if I the ſaid *A. B.* the Son was perſonally preſent and did the ſame. *In Witneſs,* &c.

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## *A Letter of Attorney to take Poſſeſſion of an Eſtate, and to let the ſame and receive the Rents.*

KNOW *all Men* by theſe Preſents, that I *A. B.* of, *&c.* *Have* made, conſtituted and appointed, and by theſe Preſents *Do* make, conſtitute and appoint my beloved Siſter *M. B.* my true and lawful Attorney, for me and in my Name, to enter into and upon, and take Poſſeſſion of all thoſe Meſſuages, Lands and Tenements in, *&c.* now or late in the ſeveral Tenures or Occupations of *C. P.* and *W. H.* and to demiſe, let and ſet the ſame, and to receive and take to my Uſe *All* Rent and other Profits iſſuing out of and from the ſame; and upon Receipt of any ſuch Rent or Rents, or Sums of Money, Acquittances or other Diſcharges for me and in my Name to make, ſeal and deliver. *And* I do hereby ratify and confirm all and whatſoever my ſaid Attorney ſhall lawfully do in and about the Premiſſes by Virtue of theſe Preſents. *In Witneſs,* &c.

# Letter of Licence.

## *A Letter of Licence.*

TO *all to whom* theſe Preſents ſhall come, We whoſe Hands and Seals are hereunto ſeverally and reſpectively ſubſcribed and ſet, Creditors of *A. B.* of, *&c.* ſend Greeting. *Whereas* the ſaid *A. B.* is and ſtands indebted to us in the ſeveral Sums reſpectively ſet againſt our reſpective Names, which Sums, or any of them, he the ſaid *A. B.* is not (as we believe) at preſent in a Capacity of paying, nor of making a Proviſion for the Payment of, otherwiſe than by and out of the ſeveral Debts due and owing to him the ſaid *A. B.* in the way of his Trade: *And whereas* in Conſideration that ſome Time is neceſſary to be allowed for the collecting and getting in of thoſe Debts ſo due and owing to the ſaid *A. B.* and that without the Indulgence of us his Creditors, and our Forbearance in the mean Time to ſue, proſecute or otherwiſe moleſt him, he the ſaid *A. B.* will not be able to carry on and follow his Trade and Buſineſs in order to his Support and Maintenance, We the Creditors of the ſaid *A. B.* upon the Interceſſion of *B. B.* of, *&c.* Father and principal Creditor of the ſaid *A. B.* have agreed to give and grant unto him the ſaid *A. B.* our Letter of Licence and Forbearance for ſo long Time as until —— which ſhall be in the Year of our Lord, *&c.* upon making ſuch Proviſion for the Payment of our reſpective Debts, as he the ſaid *A. B.* hath made by Deed or Inſtrument, bearing even Date with theſe Preſents; whereby the ſaid *A. B.* hath aſſigned unto *C. D.* of, *&c.* the ſeveral Debts ſo due to him the ſaid *A. B.* in order to a Satisfaction of our reſpective Demands: *Therefore know ye,* that for and in Conſideration of the Premiſſes, We the ſaid Creditors *Do,* and every of us *Doth* by theſe Preſents agree to accept of and rely upon the ſaid Aſſignment for the Time aforeſaid, and that until the Expiration of that Time, or until the ſaid *A. B.* ſhall have done any Act contrary to or inconſiſtent with the true Intent and Meaning of the ſaid Deed or Inſtrument, We the ſaid Creditors, or any of us, will not nor ſhall in any wiſe ſue or proſecute, or cauſe or permit to be ſued or proſecuted the ſaid *A.B.* for or on Account of any of the Debt or Debts hereunder reſpectively ſet againſt our reſpective Names, and that upon Penalty of forfeiting the Debt or Debts due from the ſaid *A.B.* to ſuch of us who ſhall act contrary to and in Breach of this Agreement: *Provided* always, and theſe Preſents are upon this Condition nevertheleſs, that unleſs all and every the Creditors of the ſaid *A.B.* in the firſt Schedule to the ſaid Deed or Inſtrument of even Date herewith underwritten named, ſhall within one Week now next enſuing execute this preſent Writing, theſe Preſents and every Thing herein contained ſhall be utterly void and of none Effect; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

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# Memorials.

## *A Memorial of a Leaſe.*

A Memorial to be regiſtred purſuant to an Act of Parliament made in the ſeventh Year of the Reign of her late Majeſty Queen *Anne*, intitled, *An Act for the publick regiſtring of Deeds*, &c. *in the County of* Middleſex: *Or thus*,

A Memorial to be regiſtred purſuant to an Act of Parliament for that Purpoſe.

AN *Indenture*, bearing even Date herewith, made between *A.B.* of, *&c.* of the one Part, and *C.D.* of, *&c.* of the other Part, which ſaid Indenture purports to be a Leaſe from the ſaid *A.B.* to the ſaid *C.D.* of *All* that Piece or Parcel of Ground, *&c.* and all Ways, Paſſages, *&c.* belonging or in any wiſe appertaining, which ſaid Premiſſes thereby demiſed are by the ſaid Indenture of Leaſe mentioned to be more particularly delineated and deſcribed in the Scheme or Ground-Plot thereof contained in the Margin or Side thereof; *To hold* the ſaid Piece or Parcel of Ground and Premiſſes, with their and every of their Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrrtors and Aſſigns, from the Feaſt-Day of, *&c.* laſt paſt before the Date of the ſaid Indenture and of theſe Preſents, for and during and unto the full End and Term of —— Years from thence next enſuing and fully to be compleat and ended; which ſaid Indenture is witneſſed by *E. F.* of, *&c.* and *G. H.* of, *&c.* and is hereby required to be regiſtred purſuant to the ſaid Act of Parliament by me the ſaid *A. B.* as Witneſs my Hand and Seal this —— Day of, *&c.*

*Signed and Sealed (being firſt duly ſtampt) in the Preſence of*

## *A Memorial of a Mortgage of a Leaſehold Eſtate.*

A Memorial to be regiſtred purſuant to an Act of Parliament for that Purpoſe.

AN *Indenture* of Mortgage bearing even Date herewith, and made or mentioned to be made between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part; *whereby* the ſaid *A. B.* hath aſſigned to the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage or Tenement, *&c.* *To hold* the ſaid Meſſuage or Tenement and Premiſſes, with their and every of their Appurtenances herein before particularly mentioned, and intended to be by the ſaid Indenture of Mortgage aſſigned unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the Date of the ſame Indenture and of theſe Preſents, for and during all the Reſidue of a Term of ſixty Years in the ſaid Indenture of Mortgage recited and mentioned, and for and during a Term of thirty-nine Years in the ſame Indenture of Mortgage alſo recited and mentioned, to commence from the Expiration of the ſaid Term of ſixty Years, *under* and ſubject to a Proviſo, to be void if the *A. B.* his Heirs, Executors or Adminiſtrators, ſhall pay or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the Sum of 1050 *l.* at the Times and Place and in Manner as in the ſaid Indenture of Mortgage is mentioned;

which ſaid Indenture of Mortgage or Aſſignment is witneſſed by *E. F.* of, *&c.* and *G. H.* of, *&c.* and is hereby required to be regiſtred, purſuant to the ſaid Act of Parliament, by me the ſaid *A. B.* the Aſſignor. *As Witneſs* my Hand and Seal this —— Day of, *&c.*

## *A Memorial of a Leaſe for a Year.*

A Memorial to be regiſtred purſuant to an Act of Parliament for that Purpoſe.

AN *Indenture* bearing even Date herewith, and made between *A.B.* of, *&c.* of the one Part, and *C.D.* of, *&c.* of the other Part, purporting to be a Leaſe for a Year from the ſaid *A. B.* to the ſaid *C. D.* to veſt the Poſſeſſion of and concerning *All* that Meſſuage or Tenement, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes, and every Part and Parcel thereof; *which* ſaid Indenture is witneſſed by *E. F.* of, *&c.* and *G. H.* of, *&c.* and is hereby required to be regiſtred purſuant to the ſaid Act of Parliament by me the ſaid *A.B.* the Bargainor. *As Witneſs* my Hand and Seal this —— Day of, *&c.*

## *A Memorial of a Releaſe.*

A Memorial to be regiſtred purſuant to an Act of Parliament for that Purpoſe.

AN *Indenture* bearing even Date herewith, and made between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part; *which* ſaid Indenture purports to be a Grant and Releaſe from the ſaid *A. B.* to the ſaid *C. D.* and his Heirs of all and ſingular the Premiſſes mentioned in a Leaſe for a Year, bearing Date the Day before the Day of the Date of the ſaid Indenture of Releaſe made between the ſaid *A. B.* of the one Part, and the ſaid *C. D.* of the other Part (a Memorial whereof is regiſtred at the ſame Time herewith); which ſaid Indenture of Releaſe is witneſſed by *E. F.* of, *&c.* and *G. H.* of, *&c.* and is hereby required to be regiſtred, purſuant to the ſaid Act of Parliament, by me the ſaid *A. B.* the Grantor in the ſaid Indenture of Releaſe. *As Witneſs* my Hand and Seal this —— Day of, *&c.*

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## *A Memorial of an Indorſement made on the Back of a Mortgage.*

A Memorial to be regiſtred, purſuant to an Act of Parliament for that Purpoſe.

AN *Indorſement* bearing even Date herewith, made by *T. C.* of, *&c.* to *A. C.* of, *&c.* made and written on the Backſide of one Indenture of Mortgage, bearing Date, *&c.* and made between the ſaid *T. C.* of the one Part, and the ſaid *A. C.* of the other Part; by which ſaid Indorſement the ſaid *T. C.* hath charged the Payment of a further Sum of 200 *l.* and Intereſt to grow due for the ſame to the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, *on all* that Meſſuage or Tenement, *&c.* which ſaid Indorſement is witneſſed by *E. F.* of, *&c.* and *G. H.* of, *&c.* and is hereby required to be regiſtred purſuant to the ſaid Act of Parliament, by me the ſaid *T. C.* *As Witneſs* my Hand and Seal, this —— Day of, *&c.*

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## *A Certificate that a Mortgagor hath paid and ſatisfied all Money due on a Mortgage.*

To the Regiſter for the County of *Middleſex.*

I *C. D.* of, *&c.* do hereby certify that the hereafter named *A. B.* hath paid and ſatisfied all ſuch Sum and Sums of Money, Principal and Intereſt, that was any ways due and owing upon an Indenture of Mortgage, bearing Date, *&c.* made between

tween the ſaid *A. B.* by the Name of *A. B.* of, *&c.* of the one Part, and the ſaid *C. D.* of the other Part, a Memorial whereof was regiſtred at eleven of the Clock in the Forenoon of the 17th Day of *June* 1739, *L.* 5. N° 52, in full Payment, Satisfaction and Diſcharge of the ſame; and I do hereby require an Entry of ſuch Payment and Satisfaction to be made for the vacating and diſcharging of ſuch Regiſtry in the Regiſter Book wherein the ſame is regiſtred. *As Witneſs* my Hand this firſt Day of *February* 1741.

*Atteſted by*, &c.

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# Moꝛtgages.

## *A Mortgage by Demiſe, for* 1000 *Years.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part, *Witneſſeth*, that for and in Conſideration of the Sum of —— of good and lawful Money of *Great Britain*, to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *A. B.* doth hereby acknowledge and confeſs, and thereof and of every Part and Parcel thereof doth acquit, releaſe and diſcharge the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, he the ſaid *A. B. Hath* demiſed, granted, ſet and to Farm letten, and by theſe Preſents *Doth* demiſe, grant, ſet and to Farm let unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage or Tenement, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Hereditaments and Premiſſes hereby demiſed and granted, or mentioned or intended ſo to be; and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Claim and Demand whatſoever of him the ſaid *A. B.* of, in, to or out of the ſame, or

Conſideration.

Demiſe.

Habendum. or any Part or Parcel thereof; *To have and to hold* the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, herein before mentioned, or intended to be hereby demiſed, with their and every of their Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during, and unto the full End and Term of 1000 Years from thence next enſuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte; Reddendum. *Yielding* and paying therefore yearly and every Year, during the ſaid Term, unto the ſaid *A. B.* his Heirs and Aſſigns, the Rent of a Pepper-corn at the Feaſt of St. *Michael* the Archangel, if the ſame be lawfully demanded: Proviſo to be void on Payment of Principal and Intereſt. *Provided* always, and upon Condition that if the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns or any of them, at or in the common Dining Hall of *Gray's Inn* in the County of *Middleſex*, the full and juſt Sum of —— of good and lawful Money of *Great Britain*, in Manner and Form following, that is to ſay, The Sum of —— Part thereof, at or upon the —— Day of —— next enſuing the Date of theſe Preſents, and the further Sum of —— Reſidue of the ſaid Sum of —— at or upon the —— Day of —— which will be in the Year of our Lord, *&c.* without making any Deduction, Defalcation or Abatement out of or from the ſame, or any Part thereof, for or by Reaſon of any Parliamentary or other Taxes, Charges, Aſſeſſments or Payments whatſoever impoſed or hereafter to be impoſed by Authority of Parliament or otherwiſe howſoever, or for any other Matter, Cauſe or Thing whatſoever; then this preſent Indenture, and the Demiſe and Grant hereby made, ſhall ceaſe, determine and be utterly void; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. Mortgagor covenants to pay the Money. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, (that is to ſay) That he the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the Sum of —— and every Part thereof, at the Place, on the Days, and in Manner as the ſame is herein before limited and mentioned to be paid, without making any Deduction, Defalcation or Abatement out of or from the ſame, or any Part thereof, for or by Reaſon of any Parliamentary or other Taxes, Charges, Aſſeſſments or Payments whatſoever, or any other Matter, Cauſe or Thing whatſoever; *And alſo* that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and every or any of them, ſhall and lawfully may from Time to Time, and at all Times from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of —— or any Part thereof, contrary to the true Intent and Meaning of the aforeſaid Proviſo and Covenant, for Payment of the ſame, peaceably and quietly to enter into, have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned, and intended to be hereby demiſed, and receive and take the Rents, Iſſues and Profits thereof to and for his and their own Uſe and Uſes, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years which ſhall be therein then to come and unexpired, without any Let, Suit, Trouble, Eviction or Interruption of or by the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or any of them, or of or by any other Perſon or Perſons whatſoever lawfully claiming or to claim by, from or under him, them or any of them; *And* that the ſaid Premiſſes are free and clear, and ſhall be freely and clearly acquitted, freed and diſcharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Feoffments, Leaſes, Mortgages, Jointures, Dowers, Intails, Wills, Fees, Fines, Forfeitures, Iſſues, Seizures, Amerciaments, Statutes, Recognizances, Debts, Judgments, Extents, Executions, Rents and Arrearages of Rents, Eſtates, Titles, Charges and Incumbrances whatſoever; *And further*, that he the ſaid *A. B.* and his Heirs, and all and every other Perſon and Perſons now having or claiming, or hereafter claiming to have any Eſtate, Right, Title, Truſt or Intereſt whatſoever of, in, to or out of the ſaid Premiſſes hereby demiſed or intended ſo to be, or any Part thereof, by, from or under him, them or any of them, ſhall and will from Time to Time, and at all Times after Default ſhall be made of or in Payment of the ſaid Sum of —— or any Part thereof, contrary to the true Intent and Meaning of the aforeſaid Proviſo and Covenant for Payment of the ſame, at the Requeſt of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, but at the proper Coſts and Charges in the Law of the ſaid *A. B.* his

Mortgagee, after Default of Payment of the Money, quietly to enjoy the Premiſſes.

Free from Incumbrances.

After Default of Payment to make further Aſſurance.

Heirs and Aſſigns, not only make, do and execute, or cauſe or procure to be made, done and executed *All* and every ſuch further and other reaſonable Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect and abſolute conveying, aſſuring and confirming of all and ſingular the ſaid Premiſſes herein before mentioned and intended to be hereby demiſed, with their and every of their Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of 1000 Years which ſhall be therein then to come and unexpired, but alſo for the granting, conveying and aſſuring the Freehold and Inheritance of all and ſingular the ſaid Premiſſes hereby demiſed or intended ſo be, with their and every of their Appurtenances, unto ſuch Perſon or Perſons, his or their Heirs and Aſſigns; *in Truſt* for the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, as he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns ſhall nominate or appoint, freed and diſcharged of the ſaid Proviſo, and all other Proviſoes and Conditions whatſoever either in Law or Equity for the Redemption thereof, in ſuch Manner and Form as by the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, or any of them, or their or any of their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *And* it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and theſe Preſents are, that the ſaid *A. B.* his Heirs and Aſſigns, ſhall and may peaceably and quietly hold and enjoy all and ſingular the ſaid Premiſſes herein before mentioned and intended to be hereby demiſed, and receive and take the yearly and other Rents, Iſſues and Profits thereof, to and for his and their own Uſe and Benefit, until Default ſhall be made of or in Payment of the ſaid Sum of —— or of ſome Part thereof, contrary to the true Intent and Meaning of the aforeſaid Proviſo and Covenant for Payment of the ſame, without any Let, Suit, Trouble, Claim or Demand whatſoever of or by the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or any of them, or of or by any other Perſon or Perſons whatſoever lawfully claiming or to claim, by, from or under him, them or any of them. *In Witneſs*, &c.

Mortgagor to enjoy the Premiſſes till Default of Payment of the Money.

## A Mortgage in Fee by Leaſe and Releaſe.

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *R. S.* of, *&c.* of the other Part, *witneſſeth,* that the ſaid *A. B.* for and in Conſideration of the Sum of —— of lawful Money of *Great Britain* to him in Hand paid by the ſaid *R. S.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *A. B.* doth hereby acknowledge, and thereof and of every Part and Parcel thereof doth acquit, releaſe and diſcharge the ſaid *R. S.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents, *Hath* granted, bargained, ſold, aliened, remiſed, releaſed and confirmed, and by theſe Preſents *Doth* grant, bargain, ſell, alien, remiſe, releaſe and confirm unto the ſaid *R. S.* (in his actual Poſſeſſion of the Meſſuage, Lands, Tenements and Hereditaments herein after mentioned, now being by Virtue of a Bargain and Sale thereof to him made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to his Heirs, *All* thoſe ſeveral Farms, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid *A. B.* of, in, unto or out of the Land, Tenements, Hereditaments and Premiſſes, or any Part or Parts of them, with their and every of their Appurtenances, and all Deeds, Evidences, Writings and Muniments touching or concerning the ſaid Premiſſes above mentioned, or any Part thereof; *To have and to hold* the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes herein before granted and releaſed, or mentioned or intended to be hereby granted and releaſed, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *R. S.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *R. S.* his Heirs and Aſſigns for ever: *Provided* always, and theſe Preſents are upon this Condition nevertheleſs, and it is hereby agreed by and between the ſaid Parties to theſe Preſents, that if the ſaid *A. B.* his Heirs, Executors,

Conſideration.

Grant.

Habendum.

Proviſo to be void on Payment of Principal and Intereſt.

tors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *R. S.* his Executors, Adminiſtrators or Aſſigns, the full Sum of —— of lawful Money of *Great Britain*, in Manner and Form following, (that is to ſay) The Sum of —— Part thereof on the —— Day of —— next enſuing the Date thereof, and the further Sum of —— Reſidue of the ſaid Sum of —— on the —— Day of —— which ſhall be in the Year of our Lord 1735, without any Deduction, Defalcation or Abatement for or in Reſpect of any Parliamentary or other Taxes, Charges, Aſſeſſments, ordinary or extraordinary, to be taxed, charged, aſſeſſed or laid upon the ſaid Premiſſes hereby granted, or upon any Part thereof, or upon the ſaid Sum of —— or on the ſaid *R. S.* in Reſpect thereof, by Authority of Parliament or otherwiſe howſoever, that then and from thenceforth theſe Preſents, and every Article, Clauſe and Thing herein contained, and all the Eſtate hereby made and granted, or mentioned or intended to be made and granted, ſhall ceaſe, determine and be utterly void and of none Effect to all Intents and Purpoſes; theſe Preſents or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, and for every of them, doth covenant, promiſe and grant to and with the ſaid *R. S.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *A. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. S.* his Executors, Adminiſtrators or Aſſigns, the ſaid ſeveral Sums of —— and —— of lawful Money of *Great Britain*, without any Deduction, Defalcation or Abatement whatſoever, at the ſeveral Days and Times herein before limited and appointed, according to the above written Proviſo or Condition for Payment thereof as aforeſaid, according to the true Intent and Meaning of theſe Preſents: *And further*, that he the ſaid *A. B.* on the Day of the Date of theſe Preſents, and at and immediately before the Sealing and Delivery of theſe Preſents, was and is lawfully, rightfully and abſolutely ſeiſed in his Demeſne, as of Fee, of and in all and ſingular the ſaid Farms, Meſſurges, Lands, Tenements, Hereditaments and Premiſſes hereby granted or mentioned, or intended ſo to be, with their and every of their Appurtenances, of a good, ſure, perfect and abſolute Eſtate of Inheritance in Fee-Simple, without any Condition,

Mortgagor covenants to pay the Money.

That he is lawfully ſeiſed.

dition, Limitation, contingent Uſe or Uſes, or other Reſtraint, Matter or Thing, to determine, alter or charge the ſame; *And* that he the ſaid *A. B.* now hath in himſelf good Right, full Power, lawful and abſolute Authority to grant and releaſe the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned or intended to be hereby granted, with their and every of their Appurtenances, unto the ſaid *R. S.* his Heirs and Aſſigns, in Manner and Form aforeſaid, and according to the true Intent and Meaning of theſe Preſents: *And further*, that if Default ſhall happen to be made of or in Payment of the ſaid Sum of —— herein before covenanted to be paid, or of any Part thereof, at the Days and Times above limited and appointed for Payment thereof, that then and immediately after ſuch Default of Payment it ſhall and may be lawful to and for the ſaid *R. S.* his Heirs and Aſſigns, into the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and into every Part and Parcel thereof to enter, and the ſame from thenceforth peaceably and quietly to have, hold and enjoy, and to receive and take all and ſingular the Rents, Iſſues and Profits thereof, and of every Part thereof, coming, ariſing and accruing, without the lawful Let, Suit, Trouble, Denial, Interruption, Eviction or Ejection of the ſaid *A. B.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever; *And* that free and clear, and freely and clearly and abſolutely acquitted, freed and diſcharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Jointures, Dowers, Entails, Eſtates, Leaſes, Rights, Titles, Rents, Arrearages of Rents, Iſſues, Fines, Poſt-Fines, Amerciaments, Judgments, Recognizances, Statutes Merchant and of the Staple, Decrees, Extents, Forfeitures, Sequeſtrations, Seizures, Executions, Charges, Troubles and Incumbrances whatſoever: *And further*, that immediately after ſuch Default of Payment as aforeſaid, he the ſaid *A. B.* his Heirs and Aſſigns, and all and every other Perſon and Perſons, any Eſtate having or lawfully claiming of, in, to or out of the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned or intended to be granted, or any Part thereof, ſhall and will, at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *R. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed

Power to grant.

If Default is made of Payment of the Money, the Mortgagee quietly to enjoy the Premiſſes.

Free from Incumbrances.

After Default of Payment, to make further Aſſurance.

executed, all and every ſuch further and other Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect Aſſuring, Settling and Conveying of all and ſingular the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned to be hereby granted, with their and every of their Appurtenances, unto the ſaid *R. S.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *R. S.* his Heirs and Aſſigns, according to the true Intent and Meaning of theſe Preſents, diſcharged of and from the ſaid Proviſo, and all the ſaid *A. B.*'s Right, Title, Power and Equity of Redemption, as by the ſaid *R. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *And* the ſaid *R. S.* for himſelf, his Heirs and Aſſigns, and for every of them, doth covenant, promiſe and agree to and with the ſaid *A. B.* his Heirs and Aſſigns, by theſe Preſents, that until ſome Default ſhall be made of or in Payment of the Monies hereby covenanted to be paid, or of ſome Part thereof, at the Days and Times above limited and appointed for Payment thereof, he the ſaid *A. B.* his Heirs or Aſſigns, ſhall and may peaceably and quietly have, hold and enjoy all and ſingular the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned or intended to be hereby granted, with their and every of their Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, to his and their own proper Uſe and Uſes, without the Let, Suit, Trouble or Interruption, Eviction, Moleſtation, Denial or Ejection of or by him the ſaid *R. S.* his Heirs or Aſſigns, or of any Perſon or Perſons claiming or to claim, by, from or under him, them or any of them. *In Witneſs*, &c. P.

Mortgagee covenants that the Mortgagor ſhall quietly enjoy the Premiſſes till Default of Payment of the Money.

## *A further Mortgage in Fee by Leaſe and Releaſe, with a Recital of the former Mortgage in Fee, and of charging the Eſtate with the Payment of more Money by Indorſement on that Mortgage, with a Covenant to levy a Fine.*

THIS *Indenture* made, *&c.* between *A.B.* of, *&c.* and *C.* his Wife, of the one Part, and *R.S.* of, *&c.* of the other Part. *Whereas* by Indentures of Leaſe and Releaſe, bearing Date reſpectively the —— and —— Days of —— in the Year of our Lord 17— made or mentioned to be made between the ſaid *A.B.* of the one Part, and the ſaid *R.S.* of the other Part, he the ſaid *A.B.* in Conſideration of 2000 *l.* to him in Hand paid by the ſaid *R.S.* did grant, releaſe and convey unto the ſaid *R.S. All* thoſe ſeveral Farms, *&c. To hold* the ſaid Farms, Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular the Premiſſes therein before granted and releaſed, or mentioned to be granted and releaſed, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *R.S.* his Heirs and Aſſigns for ever; in which ſaid Indenture of Releaſe there is a Proviſo or Condition, that in Caſe the ſaid *A.B.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhould well and truly pay, or cauſe to be paid unto the ſaid *R.S.* his Executors, Adminiſtrators or Aſſigns, the full Sum of 2100 *l.* in Manner and at the Days and Times therein mentioned, expreſſed and appointed for Payment thereof, that then the ſaid Indenture, and every Article, Clauſe and Thing therein contained ſhould be void, as by the ſame Indentures of Leaſe and Releaſe, Relation being thereunto had, more at large may appear. *And whereas* the ſaid Sum of 2100 *l.* or any Part thereof, was not paid at the Days and Times therein appointed for Payment thereof: *And whereas* by an Indorſement on the Back of the ſaid Indenture of Releaſe, the ſaid Farms and Premiſſes are charged with the Payment of the further Sum of 500 *l.* ſince lent to the ſaid *A.B.* which ſaid ſeveral Sums of 2000 *l.* and 500 *l.* together with Intereſt for the ſame to the Day of the Date of theſe Preſents, do amount in the whole to the Sum of 2666 *l.* 15 *s.* 7 *d.* which is now due and owing from the ſaid *A.B.* to the ſaid *R.S. Now this Indenture witneſſeth,* that for and in Conſideration of the Sum of

Recital of a former Mortgage in Fee of the ſame Eſtate.

That the Money lent on the former Mortgage was not paid at the Days appointed.

Of charging the Eſtate with more Money by Indorſement.

Conſideration.

1333 *l.* 4 *s.* 5. which together with the ſaid Sum of 2666 *l.* 15 *s.* 7 *d.* which is now due and owing to the ſaid *R. S.* from the ſaid *A. B.* does amount in the whole to the Sum of 4000 *l.* unto the ſaid *A. B.* by the ſaid *R. S.* at and before the Enſealing and Delivery of theſe Preſents, well and truly in Hand paid, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof and therefrom doth fully acquit, exonerate and diſcharge the ſaid *R. S.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever; and by theſe Preſents they the ſaid *A. B.* and *C.* his Wife *Have* granted, bargained, ſold, aliened, remiſed, releaſed and confirmed, and by theſe Preſents *Do* grant, bargain, ſell, alien, remiſe, releaſe and confirm unto the ſaid *R. S.* (in his actual Poſſeſſion, *&c.* and by Force of the Statute made for transferring of Uſes into Poſſeſſion) and to his Heirs, *All* thoſe ſeveral Farms, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid *A. B.* of, in, to or out of the Lands, Tenements, Hereditaments and Premiſſes, or any Part or Parts of them, or any of them, with their and every of their Appurtenances, and all Deeds, Evidences, Writings and Muniments touching or concerning the ſaid Premiſſes, or any Part thereof; *To have and to hold* the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes herein before granted and releaſed, or mentioned or intended to be hereby granted and releaſed, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *R. S.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *R. S.* his Heirs and Aſſigns for ever, freed, acquitted and diſcharged of and from the Proviſo or Condition of Redemption in the above Indenture of Mortgage ſpecified and contained. *And* for the further, better and more perfect Conveying and Aſſuring of the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, unto the ſaid *R. S.* his Heirs and Aſſigns, the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, and for the ſaid *C.* his Wife, doth hereby covenant, grant and agree to and with the ſaid *R. S.* his Heirs and Aſſigns, that he the ſaid *A. B.* and the ſaid *C.* his Wife ſhall and will before the End of next —— Term, acknowledge, levy and ſuffer, or cauſe and procure to be acknowledged, levied and ſuffered, one or more Fine or

Grant.

Habendum to the Mortgagee in Fee, diſcharged of the Proviſo in the former Mortgage.

Mortgagor covenants that he and his Wife will levy a Fine.

Fines *Sur Conuzance de droit come ceo*, &c. with Proclamations thereupon, according to the uſual Courſe of Fines, and Form of the Statute in that Caſe provided, unto the ſaid *R. S.* his Heirs and Aſſigns, of all and ſingular the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, by ſuch apt and convenient Name and Names, Quantities and Qualities of Meſſuages and Acres and Things, and other Deſcriptions, as ſhall be thought and adjudged fit and proper to convey and aſſure all and ſingular the ſaid Premiſſes; which ſaid Fine and Fines, and all and every other Fine and Fines heretofore had, levied, ſuffered or executed, or hereafter to be had, levied, ſuffered or executed between the ſaid Parties, or either of them, or whereto they or either of them ſhall be Parties or Privy, ſhall be and enure, and ſhall be conſtrued, adjudged, deemed and taken to be and enure, and is and are hereby declared by all the ſaid Parties hereto to be and enure, to the ſole and only proper Uſe and Behoof of the ſaid *R. S.* his Heirs and Aſſigns for ever, and to and for no other Uſe, Truſt, Intent or Purpoſe whatſoever: *Provided* always, and theſe Preſents are upon this Condition nevertheleſs, and it is hereby agreed by and between the ſaid Parties to theſe Preſents, that if the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *R. S.* his Executors, Adminiſtrators or Aſſigns, the full Sum of 4200 *l.* of lawful Money of *Great Britain*, in Manner and Form following, (that is to ſay) The Sum of 100 *l.* Part thereof on the —— Day of —— next enſuing the Date hereof, and the further Sum of —— Reſidue of the ſaid Sum of 4200 *l.* on the —— Day of —— which ſhall be in the Year of our Lord —— without any Deduction, Defalcation or Abatement for or in Reſpect of any Parliamentary or other Taxes, Charges, Aſſeſſments, ordinary or extraordinary, to be taxed, charged, aſſeſſed or laid upon the ſaid Premiſſes hereby granted, or upon any Part thereof, or upon the ſaid Sum of 4200 *l.* or any Part thereof, or on the ſaid *R. S.* in Reſpect thereof, by Authority of Parliament, or otherwiſe howſoever, that then and from thenceforth theſe Preſents, and every Article, Clauſe and Thing herein contained, and all the Eſtate hereby made and granted, or mentioned or intended to be made or granted, ſhall ceaſe, determine and be utterly void and of none Effect to

Proviſo to be void on Payment of Principal and Intereſt.

to all Intents and Purpoſes; * theſe Preſents or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, and for every of them, doth covenant, promiſe, grant and agree to and with the ſaid *R. S.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *A. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. S.* his Executors, Adminiſtrators or Aſſigns, the ſaid ſeveral Sums of 100 *l.* and 4100 *l.* of lawful Money of *Great Britain*, without any Deduction, Defalcation or Abatement whatſoever, at the ſeveral Days and Times herein before limited and appointed, according to the above written Proviſo or Condition for Payment thereof as aforeſaid, according to the true Intent and Meaning of theſe Preſents: *And further*, that he the ſaid *A. B.* on the Day of the Date of theſe Preſents, and at and before the Sealing and Delivery of theſe Preſents, is lawfully, rightfully and abſolutely ſeiſed in his Demeſne, as of Fee, of and in all and ſingular the ſaid Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned or intended ſo to be, with their and every of their Appurtenances, of a good, ſure, perfect and abſolute Eſtate of Inheritance in Fee-Simple, without any Condition, Limitation, contingent Uſe or Uſes, or other Reſtraint, Matter or Thing, to determine, alter or change the ſame; *And* that he the ſaid *A. B.* now hath in himſelf good Right, full Power, lawful and abſolute Authority to grant and releaſe the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned, or intended to be hereby granted, with their and every of their Appurtenances, unto the ſaid *R. S.* his Heirs and Aſſigns, in Manner and From aforeſaid, and according to the true Intent and Meaning of theſe Preſents. *And further*, that if Default ſhall happen to be made of or in Payment of the ſaid Sum of 4200 *l.* herein before covenanted to be paid, or of any Part thereof, at the Days and Times above limited and appointed for Payment thereof, that then and immediately after ſuch Default of Payment, it ſhall and may be lawful to and for the ſaid *R. S.* his Heirs and Aſ-

Mortgagor covenants to pay the Money.

That he is lawfully ſeiſed.

Power to grant.

If Default is made of Payment of the Money, the Mortgagee quietly to enjoy the Premiſſes ſigns, into the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and into every Part and Parcel thereof to enter, and the ſame from thenceforth peaceably and quietly to have, hold and enjoy, and to receive and take all and ſingular the Rents, Iſſues and Profits thereof, and of every Part thereof, coming, ariſing and accruing, to his and their own Uſe, without the lawful Let, Suit, Trouble, Denial, Interruption, Eviction or Ejection of the ſaid *A. B.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever; *And* that free and clear, and freely, clearly and abſolutely acquitted, freed and diſcharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Jointures, Dowers, Entails, Eſtates, Leaſes, Rights, Titles, Rents, Arrearages of Rents, Iſſues, Fines, Poſt-Fines, Amerciaments, Judgments, Recognizances, Statutes Merchant and of the Staple, Decrees, Extents, Forfeitures, Sequeſtrations, Seizures, Executions, Charges, Troubles and Incumbrances whatſoever: *And further*, that immediately after ſuch Default of Payment as aforeſaid, he the ſaid *A. B.* his Heirs and Aſſigns, and all and every other Perſon and Perſons, any Eſtate having or lawfully claiming of, in, to or out of the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned or intended to be granted, or any Part thereof, ſhall and will at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *R. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, *All* and every ſuch further and other Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect Aſſuring, Settling and Conveying of all and ſingular the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned to be hereby granted, with their and every of their Appurtenances, unto the ſaid *R. S.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *R. S.* his Heirs and Aſſigns, according to the true Intent and Meaning of theſe Preſents, diſcharged of and from the ſaid Proviſo, and all the ſaid *A. B.*'s Right, Title, Intereſt and Equity of Redemption, as by the ſaid *R. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed

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* And the ſaid Fine ſo to be levied as aforeſaid, ſhall be and enure to the only proper Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever.

Free from Incumbrances.

After Default of Payment to make further Aſſurance.

Mortgagee covenants that the Mortgagor ſhall quietly enjoy the Premiſſes till Default of Payment of the Money.

viſed and required. *And* the ſaid *R. S.* for himſelf, his Heirs and Aſſigns, and for every of them, doth covenant, promiſe and agree to and with the ſaid *A. B.* his Heirs and Aſſigns, by theſe Preſents, that until ſome Default ſhall be made of or in Payment of the Monies hereby covenanted to be paid, or of ſome Part thereof, at the Days and Times above limited and appointed for Payment thereof, he the ſaid *A. B.* his Heirs or Aſſigns, ſhall and may peaceably and quietly have, hold and enjoy all and ſingular the ſaid Farms, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned or intended to be hereby granted, with their and every of their Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, to them and their own proper Uſe and Uſes, without the Let, Suit, Trouble or Interruption, Eviction, Moleſtation, Denial or Ejection of or by him the ſaid *R. S.* his Heirs or Aſſigns, or of any Perſon or Perſons claiming or to claim, by, from or under him, them or any of them. *In Witneſs*, &c. P.

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## *A Mortgage of a Leaſehold Eſtate held under a Dean and Chapter for forty Years.*

Recital of the Leaſe.

THIS *Indenture* made, &c. between *M. S.* of, &c. and *A. B.* of, &c. of the one Part, and *E. F.* of, &c. of the other Part. *Whereas* the Right Reverend Father in God *S.* by the Divine Providence Lord Biſhop of *R.* Dean of the Collegiate Church of St. *P.* of *W.* and the Chapter of the ſame Church, by their Indenture of Leaſe bearing Date the, &c. for the Conſiderations therein mentioned, *Did* demiſe, grant to and Farm let unto the ſaid *M. S.* and *A. B.* *All* that their Meſſuage or Tenement, &c. and are ſituate, lying and being in the Pariſh of St. *M.* in *W.* aforeſaid, (except as therein is excepted) and which Premiſſes are particularly deſcribed in a Plat-Form thereunto annexed; *To hold* the ſaid —— and all other the Premiſſes before mentioned, with their and every of their Appurtenances, unto the ſaid *M. W.* and *A. B.* their Executors, Adminiſtrators and Aſſigns, from the Feaſt of St. *Michael* the Archangel laſt paſt before the Date hereof, unto the full End and Term of forty Years from thence next enſuing and fully to be compleat and ended, *under* the Yearly Rent of —— of lawful Money of *Great Britain*, payable as therein is mentioned, as by the ſaid recited Indenture of Leaſe, Relation being thereunto had, may more at large appear: *Now this Indenture witneſſeth*, that for and in Conſideration of the Sum of —— of lawful Money of *Great Britain* to the ſaid *M. S.* and *A. B.* in Hand well and truly paid by the ſaid *E. F.* at and before the Enſealing and Delivery of theſe Preſents, (the Receipt whereof they the ſaid *M. S.* and *A. B.* do hereby acknowledge, and thereof and of every Part and Parcel thereof do hereby acquit, exonerate and diſcharge the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents) they the ſaid *M. S* and *A. B. Have*, and each of them *Hath* granted, bargained, ſold, aſſigned, tranſferred and ſet over, and by theſe Preſents *Do*, and each of them *Doth* grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes in and by the ſaid recited Indenture of Leaſe demiſed or granted, or mentioned or intended to be demiſed or granted, and every Part and Parcel thereof, with the Appurtenances, (except as in the ſaid recited Indenture of Leaſe is excepted) together with the ſaid recited Indenture of Leaſe, and all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Truſt and Term of Years, and Time to come and unexpired, Benefit of Renewal, and all other Benefit, Property, Profit, Claim and Demand whatſoever in Law or Equity, of them the ſaid *M. W.* and *A. B.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, of, in and to the ſaid Premiſſes, and of, in and to every or any Part or Parcel thereof, by Force, Virtue or Means of the ſaid recited Indenture of Leaſe, or otherwiſe howſoever; *To have and to hold* the ſaid —— and all and ſingular other the Premiſſes before mentioned or intended to be hereby granted, bargained, ſold, aſſigned, tranſferred and ſet over, and every Part and Parcel thereof, with their and every of their Appurtenances, (except before excepted) unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt, Reſidue and Remainder yet to come and unexpired of the ſaid Term of forty Years in and by the ſaid recited Indenture of

Conſideration.

Grant.

Habendum.

Proviſo to reſign the Premiſſes on Payment of Principal and Intereſt.

Leaſe demiſed. *Provided always*, and theſe Preſents are upon this Condition, nevertheleſs, that if the ſaid *M. S.* and *A. B.* or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 3000 *l.* of lawful Money of *Great Britain*, together with lawful Intereſt for the ſame, upon the —— Day of —— next enſuing the Date of theſe Preſents, without any Deduction, Defalcation or Abatement whatſoever, for or in Reſpect of any Parliamentary or other Taxes, Charges or Impoſitions whatſoever, impoſed or to be impoſed by Parliament, or otherwiſe howſoever; that then he the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, ſome or one of them, at any Time after ſuch Payment made as aforeſaid, ſhall and will at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *M. S.* and *A. B.* their Heirs, Executors, Adminiſtrators or Aſſigns, reſign unto the ſaid *M. S.* and *A. B.* their Executors, Adminiſtrators and Aſſigns, or to ſuch Perſon or Perſons as he, ſhe or they ſhall direct or appoint the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, and every Part and Parcel thereof, with their and every of their Appurtenances (except before excepted) and herein before-mentioned or intended to be granted, bargained, ſold, aſſigned, transferred and ſet over, and all their Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of, in and to the ſaid Premiſſes, and of, in and to every or any Part or Parcel thereof, freed and diſcharged from all Incumbrances to be committed, done or ſuffered by him, them or any of them; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding.

Mortgagors covenant to pay the Money.

*And* the ſaid *M. S.* and *A. B.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, do hereby covenant, promiſe, grant and agree to and with the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, that they the ſaid *M. S.* and *A. B.* or one of them, their or one of their Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 3000 *l.* of lawful Money of *Great Britain*, with lawful Intereſt for the ſame, upon the ſaid —— Day of —— next enſuing the Date of theſe Preſents, without any Deduction, Defalcation or Abatement whatſoever, for or in Reſpect of any Parliamentary

mentary or other Taxes, Charges or Impoſitions whatſoever, impoſed or to be impoſed by Parliament or otherwiſe howſoever. *And* that he the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, ſhall and may, from and after Default in Payment of the ſaid Sum of 3000 *l.* and Intereſt, contrary to the true Intent and Meaning of the Proviſo or Condition aforeſaid, for and during all the Reſt and Reſidue of the ſaid Term of forty Years in and by the ſaid recited Indenture of Leaſe granted and hereby aſſigned, which ſhall be then to come and unexpired, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, with the Appurtenances herein before mentioned or intended to be hereby granted and aſſigned, and every Part and Parcel thereof, and receive and take the Rents, Iſſues and Profits thereof to his and their own Uſe and Uſes, without any lawful Let, Suit, Trouble, Interruption or Eviction of or by the ſaid *M. S.* and *A. B.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons whatſoever; *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved harmleſs and kept indemnified of and from all and all Manner of former and other Gifts, Grants, Leaſes, Aſſignments, Mortgages, Surrenders, Forfeitures, Re-entries, Cauſe and Cauſes of Forfeiture and Re-entry, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever; *And further*, that they the ſaid *M. S.* and *A. B.* their Executors, Adminiſtrators and Aſſigns, and all and every other Perſon and Perſons whatſoever, lawfully having or claiming, or which ſhall or may lawfully have or claim any Eſtate or Intereſt of, in, unto or out of the ſaid Meſſuage or Tenement and Premiſſes, or any Part thereof, ſhall and will from Time to Time and at all Times hereafter, from and after Breach of the ſaid Proviſo, upon the Requeſt, and at the Coſts and Charges of the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, make ſuch further Acts and Aſſurances for the further, better and more abſolute Aſſigning, Aſſuring and Confirming of the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, with the Appurtenances, unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, for all the Reſidue of the ſaid Term of forty Years, which ſhall be therein then to come and unexpired, as by the Counſel learned in the Law of the ſaid *E. F.* his Executors,

The Mortgagee after Default of Payment of the Money, to enjoy the Premiſſes

Free from Incumbrances.

For further Aſſurance, after Breach of the Proviſo.

Mortgagors to take the Rents of the Eſtate, till Breach of the Proviſo.

ecutors, Adminiſtrators and Aſſigns, ſhall be reaſonably deviſed, adviſed or required. *And laſtly*, it is covenanted and agreed by and between the ſaid Parties to theſe Preſents, that they the ſaid *M. S.* and *A. B.* their Executors, Adminiſtrators and Aſſigns, ſhall and may, until Breach ſhall be made in the Proviſo or Condition aforeſaid, peaceably and quietly have, receive and take the Rents, Iſſues and Profits of the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, to their own Uſe and Uſes, without any Let, Denial or Interruption of the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, or any of them. *In Witneſs*, &c. S.

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## *A Mortgage of an Eſtate in* Ireland, *by Demiſe for* 1000 *Years, by Virtue of a Power given in an Act of Parliament.*

Recital of the Act of Parliament.

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *J. H.* of, *&c.* of the other Part. *Whereas* by an Act of Parliament made and paſſed in the Parliament of *Great Britain* in the —— Year of the Reign of his preſent Majeſty King *George* the Second (intitled, *An Act for*, &c.) the ſeveral Manors, Lordſhips, Farms, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned to be hereby granted and demiſed (amongſt other Eſtates) are ſettled, aſſured and conveyed, aſſigned, limited and appointed, to and for the ſeveral Uſes, Intents and Purpoſes in the ſaid Act particularly ſpecified and declared concerning the ſame, in and by which Act of Parliament there is a Power given or reſerved to the ſaid *A. B.* in the Words, or to the Effect following, (*viz.*) *Provided* always, and it is hereby further declared and enacted by the Authority aforeſaid, that it ſhall and may be lawful to and for the ſaid *A. B.* at any Time, during his Life, to borrow and take up at Intereſt any Sum of Money, not exceeding the Sum of —— Sterling, for ſuch Purpoſes as he ſhall think fit, and for ſecuring the Re-payment thereof, with Intereſt, by any Deed or Deeds, Writing or Writings to be by him ſubſcribed, ſealed and delivered in the Preſence of two or more credible Witneſſes, to grant, mortgage, demiſe, leaſe, limit or appoint any Part or Parts of the Premiſſes in the Kingdom of

*Ireland,* hereby veſted and limited as aforeſaid, unto any Perſon or Perſons whatſoever, for any Term or Number of Years, without Impeachment of Waſte, ſo as ſuch Grant, Leaſe, Limitation or Appointment be made, with a Proviſo or Condition to ceaſe and be void when ſuch Sum or Sums of Money thereby to be ſecured, with the Intereſt thereof, ſhall be fully ſatisfied and paid, as by the ſaid Act of Parliament now remaining of Record at *Weſtminſter,* may (amongſt other Things) more fully and at large appear: *Now this Indenture witneſſeth,* that by Force and Virtue, and in Purſuance of the ſaid Power given or reſerved to the ſaid *A. B.* in and by the ſaid recited Act of Parliament, and of all and every other Power and Powers to him in that Behalf given or reſerved, or any wiſe enabling thereto, and for and in Conſideration of the Sum of —— of lawful Money of *Great Britain,* to him the ſaid *A. B.* in Hand paid by the ſaid *J. H.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *A. B.* doth hereby acknowledge, and thereof and of every Part and Parcel thereof doth clearly and abſolutely acquit, releaſe, exonerate and diſcharge the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, he the ſaid *A. B. Hath* granted, mortgaged, demiſed, leaſed, limited and appointed, and by theſe Preſents *Doth* grant, mortgage, demiſe, leaſe, limit and appoint unto the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, *All* that Capital Meſſuage or Tenement, with the Appurtenances, commonly called or known by the Name of G. Houſe, with the Gardens and Orchards thereunto belonging, heretofore in the Tenure or Occupation of *J. K.* Eſquire, and now in the Tenure or Occupation of *L. M.* Eſq; his Aſſigns or Under-tenants, ſituate, lying and being in the Pariſh of *O.* in the County of *Cork* in the Kingdom of *Ireland*; *And alſo all* thoſe ſeveral Grounds, Cloſes and Parcels of Land to the ſaid Capital Meſſuage or Tenement adjoining or belonging, containing together by Eſtimation 105 Acres (be the ſame more or leſs) commonly called or known by the Name and Names of, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the Premiſſes, and of every Part and Parcel thereof; *To have and to hold* the ſaid Farms, Meſſuages or Tenements, Parcels of Land, Hereditaments and Premiſſes, with their and every of their Rights, Members and Appurtenances, unto the ſaid *J. H.* his Execu-

Conſideration.

Grant.

Habendum.

tors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during the full Time and Term, and unto the full End and Term of 1000 Years from thence next enſuing and fully to be compleat and ended, without Impeachment of Waſte: *Provided* always, and theſe Preſents are upon this Condition, nevertheleſs, that if the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns or any of them, the full Sum of —— of lawful Money of *Great Britain,* at or in the common Dining Hall of *Lincoln's Inn* in the County of *Middleſex,* in Manner and Form following, (that is to ſay) The Sum of —— Part thereof, on the —— Day of —— next enſuing the Date of theſe Preſents, and the further Sum of —— Reſidue of the ſaid Sum of —— on the —— Day of —— which ſhall be in the Year of our Lord 1733, without any Deduction, Defalcation or Abatement for or in Reſpect of any Parliamentary or other Taxes, Charges, Payments, Aſſeſſments or Deductions iſſuing out of, or charged or impoſed, or hereafter to be charged or impoſed upon the ſaid Farms, Meſſuages or Tenements, Parcels of Land, Hereditaments and Premiſſes, or any Part or Parcel thereof, or upon the ſaid Sum of Money or any Part thereof, or upon the ſaid *J. H.* for or in Reſpect thereof, by any Order, Ordinance, Act or Acts of Parliament or otherwiſe howſoever, that then and in ſuch Caſe, and at all Times from thenceforth, theſe Preſents, and the Term and Eſtate hereby granted, limited or appointed, ſhall ceaſe, determine and be utterly void to all Intents and Purpoſes; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding.

Proviſo to be void on Payment of Principal and Intereſt.

*And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, (that is to ſay) That he the ſaid *A. B.* his Heirs or Aſſigns, ſhall and will, without any Deduction, Defalcation or Abatement whatſoever, for or in Reſpect of any Parliamentary or other Taxes, Charges, Aſſeſſments or Deductions as aforeſaid, well and truly pay or cauſe to be paid unto the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of — at ſuch Times and Place, and in ſuch Manner and Form, as are herein mentioned for Payment hereof, according to the Proviſo or Condition above limited

Mortgagor covenants to pay the Money.

limited and appointed for Payment thereof: *And alſo*, that if Default ſhall happen to be made of or in Payment of the ſaid Sum of —— or any Part thereof, in Manner herein before limited and appointed for Payment thereof, that then and from thenceforth it ſhall and may be lawful to and for the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, into and upon the ſaid hereby demiſed Farms, Meſſuages, or Tenements, Parcels of Lands and Premiſſes, and into and upon every Part and Parcel thereof to enter, and the ſame from thenceforth, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 1000 Years, which ſhall be then to come and unexpired, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Farms, Meſſuages or Tenements, Parcels of Land, Hereditaments, and all and ſingular other the Premiſſes, with the Appurtenances herein before mentioned, and the Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, to have, receive and take to his and their own Uſe and Uſes, without any Manner of Denial, Let, Suit, Trouble, Hindrance, Interruption, Eviction or Ejection of the ſaid *A. B.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever: *And further*, that if Default ſhall happen to be made of or in Payment of the ſaid Sum of —— or of any Part thereof as aforeſaid, that then, at any Time after ſuch Default made, he the ſaid *A. B.* his Heirs and Aſſigns, and all and every other Perſon and Perſons lawfully claiming or to claim any Eſtate, Right, Title or Intereſt of, in, to or out of the ſaid hereby demiſed Farms, Meſſuages or Tenements, Parcels of Lands, Hereditaments and Premiſſes, ſhall and will at the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, make and do all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law, for the further, better and more perfect Aſſuring, Sure-making and Conveying the ſaid hereby demiſed Farms, Meſſuages or Tenements, Parcels of Land, Hereditaments and Premiſſes, and every Part and Parcel thereof, unto the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 1000 Years hereby granted or mentioned to be granted, which ſhall be then to come and unexpired, as by the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel learned in the Law, ſhall be

The Mortgagee, after Default of Payment of the Money, to enjoy the Eſtate.

For further Aſſurance after Default of Payment.

Mortgagor to hold the Eſtate till Default of Payment of the Money.

be reaſonably deviſed, adviſed or required. *And* the ſaid *J. H.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and agree to and with the ſaid *A. B.* his Heirs and Aſſigns, by theſe Preſents, that until ſome Default ſhall be made of or in Payment of the ſaid Sum of —— or ſome Part thereof, in Manner herein before limited and appointed for Payment thereof, he the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, ſhall and will permit and ſuffer the ſaid *A. B.* his Heirs and Aſſigns, peaceably and quietly to have, hold and enjoy the ſaid Farms, Meſſuages or Tenements, Parcels of Land, Hereditaments and Premiſſes hereby demiſed or mentioned to be demiſed, with their Appurtenances, and to receive and take the Rents, Iſſues and Profits thereof, to his and their own Uſe and Uſes, without the Let, Suit, Trouble or Interruption, Eviction or Ejection of him the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, for or concerning the ſame. *In Witneſs,* &c. H.

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## *A Mortgage of ſeveral Leaſehold Eſtates, and of a Freehold Eſtate by Demiſe for 1000 Years, from one Perſon to two.*

Recital of a Leaſe of a Piece of Ground, &c. for thirty-two Years.

THIS *Indenture* made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. and *E. F.* of, &c. of the other Part. *Whereas* by Indenture tripartite, bearing Date on or about the 28th Day of *February* in the Year of our Lord 1720, and made or mentioned to be made between *R. S.* of, &c. of the firſt Part, *D. N.* of, &c. of the ſecond Part, and the ſaid *A. B.* of the third Part, the ſaid *R. S.* in Purſuance and in Part of Performance of certain Indentures tripartite, bearing Date the 3d Day of *December* which was in the Year of our Lord 1716, and made or mentioned to be made between the ſaid *R. S.* of the firſt Part, *J. J.* of, &c. of the ſecond Part, and *T. H.* of, &c. of the third Part, and ſince aſſigned by Indorſement thereon, bearing Date the 21ſt Day of *December* in the ſaid Year our Lord 1716, by the ſaid *T. H.* to the ſaid *D. N.* and in Conſideration of the great Coſt and Charges which the ſaid *A. B.* had been and would be at in erecting, building and finiſhing of one Brick Meſſuage or Tenement and Buildings on the front Part of the Ground thereby leaſed, as for and in Conſideration of the Sum of 100 *l.* of lawful Money of *Great Britain* to him the ſaid *R. S.* in Hand, at and before the Enſealing and Delivery thereof, well and truly paid by the ſaid *A. B.* and in Conſideration of the Sum of 100 *l.* of like lawful Money to him the ſaid *D. N.* in Hand alſo well and truly paid by the ſaid *A. B.* and alſo in Conſideration of the Rents, Covenants and Agreements therein reſerved and contained, he the ſaid *R. S.* at the Requeſt and by the Direction and Appointment of the ſaid *D. N.* teſtified by his being a Party thereto, and Signing and Sealing the ſame, *Did* leaſe, ſet and to Farm let unto the ſaid *A. B.* *All* that Piece or Parcel of Ground ſituate, lying and being, *&c.* and all Ways, Paſſages, Lights, Eaſements, Waters, Water-courſes, Profits, Commodities and Appurtenances whatſoever to the ſaid Piece or Parcel of Ground belonging or appertaining; *To hold* the ſaid Piece or Parcel of Ground and Premiſſes before thereby leaſed, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* then laſt paſt before the Date thereof, for and during, and unto the full End and Term of thirty-two Years from thence next enſuing and fully to be compleat and ended, under the yearly Rent of one Pepper-corn, during the ſaid Term; *And alſo* under the yearly Rent of 30 *l.* every Year, during ſuch Part of the ſaid Term, as the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, ſhould uſe or ſuffer to be uſed in the ſaid Meſſuage or Tenement, Ground and Premiſſes, or any Part thereof, the Art, Myſtery, Trade or Occupation of, *&c.* by quarterly Payments, with divers other Covenants, Clauſes and Conditions in the ſaid recited original Leaſe covenanted, contained, mentioned and expreſſed, as in and by the ſame, Relation being thereunto had, may more fully and at large appear. *And whereas* by one other Indenture tripartite, bearing Date on or about the 3d Day of *March* in the Year of our Lord 1720, and made or mentioned to be made between the ſaid *J. J.* of the firſt Part, the ſaid *D. N.* of the ſecond Part, and the ſaid *A. B.* of the third Part, the ſaid *J. J.* in Purſuance and Part of Performance of the ſaid Indentures tripartite, bearing Date the ſaid 3d Day of *December* which was in the ſaid Year of our Lord 1716, and ſince aſſigned by Indorſement

Recital of another Leaſe of the ſame Premiſſes for fifty-nine Years.

dorſement thereon, as aforeſaid, by the ſaid *T. H.* to the ſaid *D. N.* and in Conſideration of the great Coſts and Charges which the ſaid *A. B.* had been and would be at in the erecting, building and finiſhing of one Brick Meſſuage or Tenement and Buildings on the front Part of the Ground thereby leaſed, and for and in Conſideration of the Sum of 100 *l.* of lawful Money of *Great Baitain* to him the ſaid *J. J.* in Hand, at and before the Enſealing and Delivery thereof, well and truly paid by the ſaid *A. B.* and alſo in Conſideration of the Sum of 100 *l.* of like lawful Money to him the ſaid *D. N.* in Hand paid by the ſaid *A. B.* and alſo in Conſideration of the Rents, Covenants and Agreements therein reſerved and contained, he the ſaid *J. J.* at the Requeſt, and by the Direction and Appointment of the ſaid *D. N.* teſtified by his being a Party thereunto, and Signing and Sealing the ſame, *Did* leaſe, ſet and to Farm let unto the ſaid *A. B.* *All* the ſaid Piece or Parcel of Ground, ſituate, lying and being on, *&c.* abutting as is herein before mentioned, and containing the Dimenſions aforeſaid, and all Ways, Paſſages, Lights, Eaſements, Waters, Water-courſes, Profits, Commodities and Appurtenances whatſoever to the ſaid Piece or Parcel of Ground belonging or appertaining; *To hold* the ſaid Piece or Parcel of Ground and Premiſſes, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, which will be in the Year of our Lord 1752, for and during the Time and Term of fifty-nine Years from thence next enſuing and fully to be compleat and ended, under the like yearly Rents and Covenants, as in the ſaid firſt recited Indenture of Leaſe are reſerved and contained: *And whereas* by one other Indenture bearing Date the —— Day of, *&c.* and made or mentioned to be made between, *&c.* *(Here was recited another Leaſe for ninety-nine Years, and an Aſſignment thereof to the ſaid* A. B. *for the Remainder of that Term.)* *Now this Indenture witneſſeth*, that for and in Conſideration of the Sum of —— of lawful Money of *Great Britain* to him the ſaid *A. B.* at or before the Enſealing and Delivery of theſe Preſents, well and truly in Hand paid by the ſaid *C. D.* and *E. F.* the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof and of every Part and Parcel thereof doth exonerate, acquit and diſcharge the ſaid *C. D.* and *E. F.* and each of them, their and

Recital of a Leaſe for ninety-nine Years, and an Aſſignment thereof.

Conſideration.

and each of their Executors, Adminiſtrators and Aſſigns, and every of them, by theſe Preſents, he the ſaid *A. B. Hath* granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth* grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, *All* the ſaid Piece or Parcel of Ground in and by the ſaid two firſt above recited Indentures of Leaſe leaſed to the ſaid *A. B.* as aforeſaid, and alſo *All* that Capital Meſſuage, Tenement or Manſion-houſe of him the ſaid *A. B.* and other Erections and Buildings upon the ſame Piece or Parcel of Ground, or ſome Part thereof, erected and built, with the Appurtenances; and alſo the ſaid Piece or Parcel of Ground, Stables, Coach-houſes and other the Premiſſes in and by the ſaid Indenture of the 22d of *June* 1721 aſſigned or mentioned to be aſſigned to the ſaid *A. B.* as aforeſaid, with their and every of their Appurtenances, together with the ſaid two laſt mentioned Indentures of Leaſe and the Indenture of Aſſignment of the 22d of *June* 1721, and all Ways, Paſſages, Waters, Lights, Eaſements, Profits, Commodities, Privileges, Advantages and Appurtenances to the ſaid hereby, or mentioned or intended to be hereby aſſigned Pieces or Parcels of Ground, Meſſuage or Manſion-houſe, Stables, Coach-houſes, Buildings and Premiſſes, or any of them, or any Part thereof, belonging or in any wiſe appertaining, or therewithal uſed, occupied, or enjoyed or accepted, reputed, deemed or taken as Part, Parcel or Member thereof; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years and Time to come and unexpired, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *A. B.* of and in the ſaid Pieces or Parcels of Ground, Capital Meſſuage or Tenement, Coach-houſe, Stables and Out-houſes thereon erected or to be erected, with their and every of their Appurtenances, and all other Benefit and Advantage, Property, Claim and Demand whatſoever of him the ſaid *A. B.* of, in and to the ſaid Premiſſes, and of, in and to every or any Part or Parcel thereof; *To have and to hold* the ſaid ſeveral Pieces or Parcels of Ground, Capital Meſſuage or Tenement, Coach-houſes, Stables and Out-houſes thereon erected or to be erected, and other the Premiſſes herein before mentioned, or intended to be hereby granted, bargained, ſold, aſſigned, transferred and ſet over, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *C. D.* and *E. F.* their

Grant of the Leaſehold Eſtates.

Habendum.

their Executors, Adminiſtrators and Aſſigns, from the Day of the Date hereof, for and during all the Reſt, Reſidue and Remainder of the ſaid ſeveral Terms of thirty-two Years, fifty-nine Years and ninety-nine Years therein reſpectively yet to come and unexpired: *And this Indenture further witneſſeth*, that for the Conſideration aforeſaid, the ſaid *A. B. Hath* demiſed, leaſed, granted, bargained and ſold, and by theſe Preſents *Doth* demiſe, leaſe, grant, bargain and ſell unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, *All* that Meſſuage, Tenement or Inn, called or known, *&c.* together with all Ways, Eaſements, Waters, Water-courſes, Commons, Common of Paſture, Profits, Commodities and Appurtenances thereunto belonging or in any wiſe appertaining, or therewith uſed, occupied and enjoyed, or accepted, reputed, deemed or taken as Part, Parcel or Member thereof; *To have and to hold* the ſaid Meſſuage, Tenement or Inn, and the ſaid ſeveral Cloſes, Meadows, Paſtures, Lands, Tenements and Premiſſes hereby mentioned or intended to be hereby demiſed, with their and every of their Appurtenances, unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during the full Time and Term, and unto the full End and Term of 1000 Years from thence next enſuing and fully to be compleat and ended, without Impeachment of Waſte; *Yielding and paying* therefore yearly and every Year during the ſame Term, unto the ſaid *A. B.* his Heirs and Aſſigns, the Rent of a Pepper-corn, at the Feaſt of *St. Michael* the Arch-angel, if the ſame be lawfully demanded: *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that if the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of —— of lawful Money of *Great Britain*, in Manner and Form following, (that is to ſay) The Sum of —— Part thereof on the —— Day of —— next enſuing the Date of theſe Preſents, and the Sum of —— Reſidue of the ſaid Sum of —— on the —— Day of —— which will be in the Year of our Lord 1734, without making any Deduction, Defalcation or Abatement whatſoever out of the ſame Sum or any Part thereof, for or in Reſpect of any Charges, Taxes, Aſſeſſments or other Impoſitions whatſoever, ordinary or extraordinary, taxed, charged

Grant of the Freehold Eſtate.

Habendum.

Reddendum.

Proviſo to re-aſſign on Payment of Principal and Intereſt.

charged or aſſeſſed, or to be taxed, charged or aſſeſſed by Parliament or otherwiſe howſoever, upon the ſaid Premiſſes, or any Part thereof, or upon the ſaid Sum of—— or any Part thereof; that then the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, or ſome of them, at any Time after ſuch Payment made of the ſaid Sum of—— without Abatement as aforeſaid, ſhall and will at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, well and ſufficiently convey, aſſure, ſurrender or re-aſſign unto the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or to ſuch other Perſon or Perſons as he or they ſhall in that Behalf direct or appoint, *All* and ſingular the ſaid Pieces or Parcels of Ground, Capital Meſſuage or Tenement, and all and ſingular other the ſaid Meſſuages, Lands, Tenement, Hereditaments and Premiſſes herein before mentioned or intended to be hereby granted, bargained, ſold, aſſigned, demiſed or leaſed; and all their Eſtate, Right, Title, Intereſt, Term of Years, Claim and Demand whatſoever therein and thereunto, freed and diſcharged from all Incumbrances in the mean Time to be committed, done or ſuffered by the ſaid *C. D.* and *E. F.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant and agree to and with the ſaid *C. D.* and *E. F.* and each of them, their and each of their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, (that is to ſay) That he the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators or Aſſigns, the ſaid Sum of—— of lawful Money of *Great Britain*, on the ſeveral Days and Times herein before mentioned and limited for Payment thereof, in full Performance of the Proviſo aforeſaid, without any Deduction, Defalcation or Abatement thereout or therefrom, for or in Reſpect of any Taxes or other Charges whatſoever, ordinary or extraordinary, impoſed or to be impoſed as aforeſaid; *And alſo*, that they the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, ſhall and may, from and after Default ſhall happen to be made of or in Payment of the ſaid Sum of—— or any Part thereof, contrary

Covenant to pay the Money.

The Mortgagees, after Default of Payment, to enjoy the Premiſſes.

trary to the Proviſo or Condition aforeſaid, for and during all the Reſt, Reſidue and Remainder, which ſhall be then to come and unexpired, of the ſaid ſeveral and reſpective Terms of thirty-two Years, fifty-nine Years, ninety-nine Years, and one thouſand Years, which ſhall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid ſeveral Pieces or Parcels of Ground, with the Capital Meſſuage, Coach-houſes and Stables, and all and ſingular other the Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted, aſſigned or demiſed, or mentioned or intended to be hereby granted, aſſigned or demiſed, with their and every of their Appurtenances, and every Part and Parcel thereof, and receive and take the Rents, Iſſues and Profits thereof, to and for their or any of their own Uſe and Uſes, without any lawful Let, Suit, Trouble, Eviction or Interruption of or by the ſaid *A. B.* or any other Perſon or Perſons whatſoever; *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all Manner of former and other Gifts, Grants, Leaſes, Aſſignments, Mortgages, Surrenders, Forfeitures, Re-entries, Cauſe and Cauſes of Re-entries, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, (the Rents, Covenants, Conditions and Agreements reſerved and contained in and by the ſaid recited original Indentures of Leaſe, which from and after Default made in Payment of the ſaid Sum of —— on the Tenants or Leſſees Parts and Behalfs ſhall grow due, to be paid, done and performed, for or in Reſpect of the ſaid Capital Meſſuage or Tenement, Coach-houſes and Stables, always excepted and foreprized; and alſo *except* one Indenture of Leaſe, bearing Date the —— Day of —— in the Year of our Lord 1730, whereby the ſaid Meſſuage, Tenement or Inn, and all other the Premiſſes at *C.* aforeſaid, unto *W. S.* of *C.* aforeſaid, Yeoman, for the Term of twenty-one Years, commencing from the Feaſt of St. *Michael* the Archangel, then laſt paſt, at and under the yearly Rent of —— payable by half-yearly Payments to the ſaid *A. B.* his Heirs and Aſſigns); *And further*, that he the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, and all and every other Perſon and Perſons whatſoever, having or lawfully claiming any Eſtate or Intereſt in the ſaid Premiſſes, or any Part thereof, ſhall and will, after Default in Payment of the ſaid Sum of —— or any Part thereof, contrary to the true Meaning of the Proviſo or Condition aforeſaid, at the

Free from Incumbrances.

Some Exceptions.

Covenant for further Aſſurance, after Default of Payment.

reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, or any of them, make, do and execute, or cauſe and procure to be made, done and executed, *All* and every ſuch further and other lawful and reaſonable Act and Acts, Deeds, Aſſignments and Aſſurances in the Law whatſoever, for the further and better Aſſigning, Aſſuring and Conveying of all and ſingular the ſaid Premiſſes, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid ſeveral and reſpective Terms of thirty-two Years, and fifty-nine Years, ninety-nine Years and one thouſand Years ~~therein reſpectively~~, as ſhall be then to come and unexpired, diſcharged of all Equity and Power of Redemption, as by the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators or Aſſigns, or any of them, or by their or either of their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed and required. *Nevertheleſs* it is hereby declared by and between the ſaid *A. B. C. D.* and *E. F.* that the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, ſhall and may (until Breach of the Proviſo or Conditon aforeſaid) peaceably and quietly have, hold and enjoy all and ſingular the ſaid Premiſſes herein before mentioned or intended to be hereby aſſigned or demiſed, and every Part and Parcel thereof, and receive and take the Rents, Iſſues and Profits thereof, to his and their own Uſe and Uſes, without any Let, Denial or Interruption of or by the ſaid *C. D.* and *E. F.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or any of them. *In Witneſs*, &c.

Mortgagor to enjoy the Eſtates till Breach of the Proviſo.

H.

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*A Mortgage for* 1000 *Years, by Leaſe and Releaſe, to make a Tenant of the Freehold, in order to ſuffer a Recovery, by a Gentleman and his Son.*

THIS *Indenture of five Parts*, made, *&c.* between *A. B.* of, *&c.* and *C. B.* Gent. Son and Heir apparent of the ſaid *A. B.* of the firſt Part, *J. M.* of, *&c.* of the ſecond Part, *E. F.* of, *&c.* and *G. H.* of, *&c.* of the third Part, *J. K.* of, *&c.* of the fourth Part, and *L. M.* of, *&c.* and *N. O.* of, *&c.* of the

Conſideration.

the fifth Part, *Witneſſeth*, that for and in Conſideration of the Sum of 1000 *l.* of lawful Money of *Great Britain* by the ſaid *J. K.* and of 10 *s.* of like lawful Money by the ſaid *J. M.* unto the ſaid *A. B.* and *C. B.* at or before the Enſealing and Delivery of theſe Preſents, well and truly in Hand paid, the Receipt whereof they the ſaid *A. B.* and *C. B.* do hereby acknowledge, and thereof and of every Part and Parcel thereof do hereby acquit, releaſe and diſcharge the ſaid *J. K.* and *J. M.* and each of them, their and each of their Executors, Adminiſtrators and Aſſigns, for ever by theſe Preſents; and for barring all Eſtates-Tail, Remainders and Reverſions of and in the Meſſuages, Lands, Tenements, and Hereditaments herein after mentioned and intended to be hereby granted, and for divers other good and valuable Cauſes and Conſiderations hereunto moving, they the ſaid *A. B.* and *C. B.* *Have*, and each of them *Hath* granted, bargained, ſold, remiſed, releaſed, ratified and confirmed, and by theſe Preſents *Do*, and each of them *Doth* grant, bargain, ſell, remiſe, releaſe, ratify and confirm unto the ſaid *J. M.* (in his actual Poſſeſſion now being, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to his Heirs, *All* that, *&c.* *To have and to hold* the ſaid ſeveral Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned or intended to be hereby granted, releaſed and confirmed, with their and every of their Appurtenances, unto the ſaid *J. M.* and his Heirs, to the Uſe of him and his Heirs, *To the Intent and Purpoſe* to make him a good and perfect Tenant of the Freehold, of all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, *To the End* that one or more good and perfect Recovery or Recoveries in the Nature of Common Recoveries for Aſſurance of Lands may in due Form of Law be had, ſuffered, levied and perfected, of all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances; and for that End and Purpoſe it is agreed by all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *E. F.* and *G. H.* at the Coſts and Charges of the ſaid *A. B.* and *C. B.* to ſue out of his Majeſty's Court of Chancery at *Weſtminſter*, one or more Writ or Writs of Entry *ſur Diſſeiſin in le poſt*, returnable

Grant.

The Habendum to *J. M.* to make him Tenant to the Freehold of the Premiſſes, that a Recovery may be had.

able before the Juſtices of his Majeſty's Court of Common Pleas at *Weſtminſter*, as of —— Term next enſuing the Date of theſe Preſents; *Whereby* the ſaid *E. F.* and *G. H.* ſhall demand againſt the ſaid *J. M.* the ſaid ſeveral Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, by ſuch apt and convenient Names, Numbers, Quantities, Qualities of Meſſuages and Acres, as ſhall be thought fit and requiſite, and unto which ſaid Writ or Writs the ſaid *J. M.* ſhall appear *gratis* in his proper Perſon or by his Attorney for that Purpoſe lawfully conſtituted, and ſhall vouch to Warranty the ſaid *A. B.* who ſhall appear *gratis* and enter into the ſaid Warranty, and vouch over the ſaid *C. B.* who ſhall alſo appear *gratis* and enter into the ſaid Warranty, and vouch over the common Vouchee, and all ſuch further and other Proceedings ſhall be had therein as are uſual and requiſite for the ſuffering and perfecting of common Recoveries for Aſſurance of Lands. *And* it is hereby declared by all the Parties to theſe Preſents, and the true Intent and Meaning of them, and each and every of them, and of theſe Preſents are, that the ſaid Common Recovery, and all and every other Common Recovery to be had and ſuffered of the ſame Premiſſes, or any Part thereof, in Manner aforeſaid, or in any other Manner, and the Execution thereof, ſhall be and enure to the ſaid *E. F.* and *G. H.* and all and every other Recoveror or Recoverors in ſuch Common Recovery, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Common Recovery comprized or intended ſo to be, to and for the ſeveral Uſes, Intents and Purpoſes, and ſubject to the ſeveral Proviſoes, Conditions, Covenants and Agreements herein after mentioned, limited and appointed of and concerning the ſame, that is to ſay, *To the Uſe* of the ſaid *J. K.* his Executors, Adminiſtrators and Aſſigns, for the Term of 1000 Years from henceforth next enſuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, for ſecuring the Payment of the ſaid Sum of 1000 *l.* by him advanced and lent unto the ſaid *A. B.* and *C. B.* with Intereſt for the ſame, after the Rate of 4 *l. per Cent. per Annum*. *And* from and after the Determination of that Eſtate, then to the Uſe of the ſaid *L. M.* and *N. O.* and their Heirs; *in Truſt* nevertheleſs, and to and for ſuch Uſes, Intents and Purpoſes, and ſub-

The Uſes of the Recovery declared.

To the Uſe of *J. K.* for 1000 Years, for ſecuring 1000 l. and Intereſt.

After the Determination of that Eſtate, to Truſtees, for ſuch Uſes as the Gentleman and his Son during their joint Lives by Deed ſhall appoint.

And for want of Appointment during their joint Lives, then ſubject to the ſaid 1000 Years, to ſuch Uſes as the Son after the Death of his Father ſhall appoint.

And until ſuch Appointment, to the Uſe of the Father for Life, Remainder to his Son and his Heirs Male, &c.

Proviſo for the 1000 Years to be void on Payment of the 1000 l. and Intereſt.

ject to ſuch Conditions, Limitations and Agreements, as they the ſaid *A. B.* and *C. B.* during their joint Lives, by any Deed or Writing under their reſpective Hands and Seals, and executed by them in the Preſence of two or more credible Witneſſes, ſhall direct, limit and appoint of and concerning the ſame; and for want of ſuch Direction, Limitation or Appointment during their joint Lives, then ſubject to the ſaid Term of 1000 Years, to ſuch Uſes, Intents and Purpoſes, and ſubject to ſuch Conditions, Limitations and Agreements, as the ſaid *C. B.* after the Deceaſe of the ſaid *A. B.* by any Writing under his Hand and Seal by him executed as aforeſaid, ſhall direct, limit and appoint of and concerning the ſame; *And* in the mean Time, and until ſuch Direction, Limitation or Appointment made, to the Uſe of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after his Deceaſe to the Uſe of the ſaid *C. B.* and the Heirs Male of his Body lawfully to be begotten; and in Default of ſuch Iſſue, to the Uſe of *D. B.* ſecond Son of the ſaid *A. B.* and the Heirs Male of his Body lawfully to be begotten; and in Default of ſuch Iſſue, to the Heirs and Aſſigns of the ſaid *A. B.* for ever: *Provided always*, and it is hereby agreed by and between all the ſaid Parties to theſe Preſents, that if the ſaid *A. B.* and *C. B.* or either of them, their or either of their Heirs or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, the Sum of 1040 *l.* of lawful Money of *Great Britain*, in Manner following, that is to ſay, The Sum of 20 *l.* Part thereof on the —— Day of —— next enſuing the Date of theſe Preſents, and the further Sum of 1020 *l.* Reſidue of the ſaid Sum of 1040 *l.* on the —— Day of —— which ſhall be in the Year of our Lord, *&c.* without any Deduction, Defalcation or Abatement, for or in Reſpect of any Parliamentary or other Taxes, Charges, Aſſeſſments or Impoſitions, ordinary or extraordinary, to be impoſed, taxed, charged or laid upon the ſaid Meſſuages, Lands, Tenements or Premiſſes, or upon the ſaid Sum of 1000 *l.* or the Intereſt thereof, or on the ſaid *J. K.* in Reſpect thereof, by Authority of Parliament, or otherwiſe howſoever; that then and from thenceforth the ſaid Term of 1000 Years hereby created and raiſed, and all the Eſtate and Intereſt of the ſaid *J. K.* therein, ſhall ceaſe, determine and be utterly void to all Intents and Purpoſes; theſe Preſents or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the

ſaid

Mortgagors covenant to pay the Money.

ſaid *A. B.* and *C. B.* for themſelves ſeverally and reſpectively, and for their ſeveral reſpective Heirs, Executors and Adminiſtrators, do hereby covenant, promiſe and grant to and with the ſaid *J. K.* his Executors, Adminiſtrators and Aſſigns, that they the ſaid *A. B.* and *C. B.* or one of them, their or one of their Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 1040 *l.* at the Days and Times in the above written Proviſo limited and appointed for Payment thereof, without any Deduction, Defalcation or Abatement for or in Reſpect of any Taxes, Charges, Aſſeſſments or Impoſitions whatſoever, according to the true Intent and Meaning of theſe Preſents:

After Default of Payment the Mortgagee to enjoy the Premiſſes.

*And further,* that after Default ſhall happen to be made of or in Payment of the ſaid Sum of 1040 *l.* or of any Part thereof, at or upon the ſeveral Days and Times in and by the above written Proviſo limited and appointed for Payment thereof, it ſhall and may be lawful to and for the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, into the ſaid Meſſuages, Lands, Tenements and Premiſſes, and into every Part thereof to enter, and the ſaid *A. B.* and *C. B.* their and each of their Heirs and Aſſigns, and all and every the Tenants and Occupiers thereof, thereout and therefrom wholly to expel, put out and amove, and to have, hold and enjoy the ſame for and during the then Reſidue and Remainder of the ſaid Term of 1000 Years, without the lawful Let, Suit, Trouble, Interruption or Denial of them the ſaid *A. B.* and *C. B.* or either of them, their or either of their Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever.

After Default of Payment, to make further Aſſurance.

*And alſo,* that after ſuch Default of Payment as aforeſaid, they the ſaid *A. B.* and *C. B.* and each of them, their and each of their Heirs and Aſſigns, and all and every other Perſon and Perſons, any Eſtate having or lawfully claiming of, in, to or out of the ſaid Meſſuages, Lands, Tenements and Premiſſes, ſhall and will at the reaſonable Requeſt and proper Coſts and Charges in the Law of the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more ſure and perfect Conveying and Aſſuring of all the ſaid Meſſuages, Lands, Tenements,

nements, Hereditaments and Premiſſes unto the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, for the Remainder of the ſaid Term of 1000 Years, which ſhall be then to come and unexpired, diſcharged of the ſaid Proviſo, and all the ſaid *A. B.* and *C. B.*'s Right, Title, Power and Equity of Redemption in and to the ſame, as by the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *And laſtly*, it is hereby agreed by and between all the ſaid Parties to theſe Preſents, that until ſome Default ſhall happen to be made by the ſaid *A. B.* and *C. B.* their Heirs or Aſſigns, of or in Payment of the ſaid Sum of 1040 *l.* or of ſome Part thereof, it ſhall and may be lawful to and for the ſaid *A. B.* and *C. B.* their Heirs and Aſſigns, to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuages, Lands, Tenements and Premiſſes, and the Rents, Iſſues and Profits thereof to receive and take to their own Uſe and Uſes, without the lawful Let, Suit, Trouble, Interruption or Denial of the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons whatſoever lawfully claiming or to claim, by, from or under him, them or any of them. *In Witneſs*, &c.

Till Default of Payment Mortgagors to enjoy the Premiſſes.

P.

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## *An Aſſignment and Confirmation of two Mortgages by ſeveral Mortgagees and the Mortgagor, to* J. K. *for the Remainder of two Terms of* 1000 *Years, created by Virtue of a Power given in an Act of Parliament.*

THIS *Indenture Tripartite*, made, *&c.* between *A. B.* of, *&c.* *C. D.* of, *&c.* and *E. F.* of, *&c.* of the firſt Part, *G. H.* of, *&c.* of the ſecond Part, and *J. K.* of, *&c.* of the third Part. *Whereas* by an Act of Parliament made and paſſed in the Parliament of *Great Britain* in the —— Year of the Reign of his preſent Majeſty King *George* the Second, (intitled, *An Act for*, &c.) the ſeveral Meſſuages, Farms, Tenements or Parcels of Land and Hereditaments herein after mentioned to be hereby aſſigned (amongſt other Eſtates) are ſettled, aſſured and conveyed, aſſigned, limited and appointed to and for the ſeveral Uſes, Intents and Purpoſes in the ſaid Act of

Recital of the Act of Parliament.

of Parliament particularly ſpecified and declared of and concerning the ſame; in and by which ſaid Act of Parliament there is a Power given or reſerved to the ſaid *O. P.* in the Words or to the Effect following, (*viz.*) *Provided* always, and it is hereby further declared and enacted by the Authority aforeſaid, that, *&c.* (*inſert the Proviſo* verbatim) as by the ſaid Act of Parliament now remaining of Record may (amongſt other Things) more at large appear: *And whereas* by Indenture of Mortgage, bearing Date the 1ſt Day of *July* in the Year of our Lord 1733, made between the ſaid *G. H.* of the one Part, and the ſaid *A. B. C. D.* and *E. F.* of the other Part, (*reciting as herein before is recited*) he the ſaid *G. H.* (by Virtue of the Power in and by the ſaid above recited Act of Parliament to him reſerved) in Conſideration of the Sum of —— to him in Hand paid by the ſaid *A. B. C. D.* and *E. F.* *Did* grant, mortgage, leaſe, limit and appoint unto the ſaid *A. B. C. D.* and *E. F.* for the Term of 1000 Years, *All* that, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the Premiſſes, and of every Part and Parcel thereof; *ſubject* nevertheleſs to a Proviſo for Redemption thereof, on Re-payment of the ſaid Sum of —— and Intereſt at —— *per Cent. per Annum*, on certain Days and Times therein limited and appointed for Payment thereof: *And whereas* the ſaid Farms, Lands, Tenements and Parcels of Land ſo as aforeſaid granted, mortgaged, leaſed, limited and appointed, not being eſteemed a ſufficient Security for the ſaid Sum of —— and Intereſt, by one other Indenture of Mortgage, bearing Date the 1ſt Day of *January* in the Year of our Lord 1734, made between the ſaid *G. H.* of the one Part, the ſaid *A. B. C. D.* and *E. F.* of the other Part, (*reciting as herein before is recited*) he the ſaid *G. H.* for the further and better ſecuring the Payment of the ſaid —— with Intereſt for the ſame, by Virtue and in Purſuance of the ſaid Power to him reſerved in and by the ſaid above recited Act of Parliament, and in Conſideration of the ſaid Sum of —— to him the ſaid *G. H.* in Hand paid by them the ſaid *A. B. C. D.* and *E. F.* according to the Tenor of the ſaid above in Part recited Indenture of Mortgage, dated the ſaid 1ſt Day of *July* in the ſaid Year of our Lord 1733, he the ſaid *G. H.* did grant, mortgage, demiſe, leaſe, limit and appoint unto the ſaid *A. B. C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, for the Term of 1000 Years, *All* that, *&c.* and the

Of a Mortgage for 1000 Years.

That the Eſtates mortgaged not being eſteemed a ſufficient Security for the Money lent by one other Indenture, the Mortgagor mortgaged another Eſtate for 1000 Years.

Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Term or Terms of Years, Poſſeſſion, Property, Claim and Demand whatſoever, either in Law or Equity of him the ſaid *G. H.* of, in or to the ſame Premiſſes, or any Part thereof; *ſubject* nevertheleſs to a Proviſo or Condition therein contained for Redemption of the ſame Premiſſes, upon Re-payment of the ſaid —— with Intereſt at 5 *l. per Cent. per Annum*, at the Days and Times in the ſaid laſt above recited Indenture of Mortgage limited and appointed for Payment thereof, as by the ſame Indenture, Relation being thereunto had, more fully and at large may appear: *And whereas* all Intereſt due for the ſaid Sum of —— is paid to the Day of the Date of theſe Preſents, and the ſaid *A. B. C. D.* and *E. F.* having Occaſion for the principal Sum of —— the ſaid *J. K.* hath agreed to advance and pay the ſame to the ſaid *A. B. C. D.* and *E. F.* upon their Aſſigning over to him the ſaid Mortgages or Securities: *Now this Indenture witneſſeth*, that for and in Conſideration of the Sum of —— to the ſaid *A. B. C. D.* and *E. F.* and of 5 *s.* to the ſaid *G. H.* at or before the Enſealing and Delivery of theſe Preſents, well and truly in Hand paid by the ſaid *J. K.* the Receipt of which ſaid ſeveral Sums of —— and 5 *s.* they the ſaid *A. B. C. D. E. F.* and *G. H.* do hereby confeſs and acknowledge, and thereof and of every Part and Parcel thereof do hereby acquit, releaſe, exonerate and diſcharge the ſaid *J. K.* his Executors, Adminiſtrators and Aſſigns, for ever by theſe Preſents, they the ſaid *A. B. C. D.* and *E. F.* (by the ſpecial Direction and Appointment of the ſaid *G. H.* teſtified by his being a Party to, and Signing and Sealing of theſe Preſents) *Have*, and each of them *Hath* bargained, ſold, aſſigned, tranſferred and ſet over, *And* the ſaid *O. P. Hath* ratified and confirmed, and by theſe Preſents the ſaid *A. B. C. D.* and *E. F.* *Do* and each of them *Doth* bargain, ſell, aſſign, transfer and ſet over, and the ſaid *G. H. Doth* ratify and confirm unto the ſaid *J. K.* his Executors, Adminiſtrators and Aſſigns, *All* thoſe the ſaid ſeveral Farms, Meſſuages or Tenements, Parcels of Land, Hereditaments, and all and ſingular the Premiſſes herein before, and in the ſaid recited Indentures of Mortgage particularly mentioned and deſcribed, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and

That all Intereſt is paid, and the Mortgagees wanting the principal Money, *Q. R.* hath agreed to advance and pay the ſame, upon their Aſſigning over to him the ſaid Mortgages.

Conſideration.

Mortgagees aſſign, and the Mortgagor confirms the Premiſſes, together with the ſaid Indentures of Mortgage.

Profits thereof, and of every Part and Parcel thereof, together with the ſaid recited Indentures of Mortgage; and all the Eſtate, Right, Title, Intereſt, Term and Terms for Years, Property, Claim and Demand of them the ſaid *A. B. C. D.* and *E. F.* in and to the ſame; and alſo all Deeds, Evidences and Writings, touching or concerning the Premiſſes, which are in the Cuſtody or Power of them the ſaid *A. B. C. D.* and *E. F. To have and to hold* the ſaid Farms, Meſſuages or Tenements, Parcels of Land, Hereditaments, and all and ſingular the Premiſſes mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *J. K.* his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of theſe Preſents, for and during all the Reſt, Reſidue and Remainder of the ſaid reſpective Terms of 1000 Years and 1000 Years thence to come and unexpired, without Impeachment of Waſte: *Provided* always, and theſe Preſents are upon this Condition nevertheleſs, that if the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, or any of them, the full Sum of —— of lawful Money of *Great Britain*, in the common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, in Manner and Form following, (that is to ſay) The Sum of —— Part thereof on the —— Day of —— next enſuing the Date of theſe Preſents; and the further Sum of —— Reſidue of the ſaid Sum of —— on the —— Day of —— which ſhall be in the Year of our Lord —— without any Deduction, Defalcation or Abatement for or in Reſpect of any Parliamentary or other Taxes, Charges, Payments, Aſſeſſments or Deductions whatſoever, iſſuing out of, or charged or impoſed, or hereafter to be charged or impoſed upon the ſaid Farms, Meſſuages or Tenements, Parcels of Land, Hereditaments and Premiſſes, or any Part or Parcel thereof, or upon the ſaid Sum of —— ſo advanced as aforeſaid, or upon the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, for or in Reſpect thereof, by any Order, Ordinance, Act or Acts of Parliament, or otherwiſe howſoever; that then and in ſuch Caſe he the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, ſhall and will, at the proper Coſts and Charges of him the ſaid *G. H.* ſurrender, aſſign, or otherwiſe transfer and convey back the ſaid Farms, Meſſuages or Tenements, Parcels of Land, Hereditaments, and all and ſingular the Premiſſes

Habendum.

Proviſo to convey back the Eſtates on Payment of Principal and Intereſt.

miſſes hereby aſſigned, or mentioned or intended ſo to be, with their and every of their Appurtenances, and all his Eſtate, Term and Terms of Years and Intereſt therein, to the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, or to ſuch other Perſon or Perſons as he the ſaid *G. H.* ſhall direct or appoint.

Covenant for Payment of the Money.

*And* the ſaid *G. H.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and agree to and with the ſaid *J. K.* his Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, in Manner following, that is to ſay, That he the ſaid *G. H.* his Heirs and Aſſigns, ſhall and will, without any Deduction, Defalcation or Abatement whatſoever, for or in Reſpect of any Parliamentary or other Taxes, Charges, Payments, Aſſeſſments or Deductions as aforeſaid, well and truly pay or cauſe to be paid unto the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of —— at ſuch Days and Times, and at ſuch Place, and in ſuch Manner and Form, as are herein before limited and appointed for Payment thereof;

If Default is made in Payment of the Money, *Q. R.* quietly to enjoy the Eſtates.

*And alſo*, that if Default ſhall happen to be made of or in Payment of the ſaid Sum of —— or any Part thereof, in Manner and Form herein before limited and appointed for Payment thereof, that then and from thenceforth it ſhall and may be lawful to and for the ſaid *J. K.* his Executors, Adminiſtrators and Aſſigns, and every of them, into and upon the ſaid hereby aſſigned Farms, Meſſuages, or Tenements, Parcels of Lands and Premiſſes, and into every Part and Parcel thereof to enter, and the ſame from thenceforth, for and during all the Reſt, Reſidue and Remainder of the ſaid reſpective Terms of 1000 Years and 1000 Years, which ſhall be then to come and unexpired, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy, and the Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof from thenceforth, to have, receive and take to his and their own Uſe and Uſes, without any Manner of Denial, Let, Suit, Trouble, Hindrance, Interruption, Eviction or Ejection of him the ſaid *G. H.* his Heirs or Aſſigns, or of any other Perſon or Perſons whatſoever;

Free from Incumbrances.

*And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all former and other Grants, Mortgages, Jointures, Dowers, Titles, Charges and Incumbrances whatſoever;

Except Leaſes.

the ſeveral Leaſes made to the Tenants of the ſaid Premiſſes only excepted and fore-

After Default of Payment, to make further Aſſurance.

prized: *And further*, that if Default ſhall happen to be made of or in Payment of the ſaid Sum of —— or any Part thereof as aforeſaid, that then, at any Time after ſuch Default made, he the ſaid *G. H.* his Heirs or Aſſigns, and all and every other Perſon and Perſons lawfully claiming or to claim any Eſtate, Right, Title or Intereſt of, in, to or out of the ſaid hereby aſſigned Farms, Meſſuages or Tenements, Parcels of Land and Premiſſes, ſhall and will at the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of him the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, make, do, acknowledge and execute, or cauſe and procure to be made, done, acknowledged and executed all and every ſuch further Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect Aſſuring, Sure-making and Conveying of the ſaid hereby aſſigned Farms, Meſſuages or Tenements, Parcels of Land and Premiſſes, and every Part and Parcel thereof, unto the ſaid *J. K.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid reſpective Terms of 1000 Years and 1000 Years, hereby aſſigned or intended ſo to be, which ſhall be then to come and unexpired, diſcharged of the ſaid Proviſo, and all the ſaid *G. H.*'s Equity of Redemption, as by the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, or by his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required. *And* the ſaid *J. K.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and agree to and with the ſaid *G. H.* his Heirs and Aſſigns, by theſe Preſents, until Default ſhall happen to be made of or in Payment of the ſaid Sum of —— or ſome Part thereof, on the Days and Times, and in Manner herein before limited and appointed for Payment thereof, he the ſaid *J. K.* his Executors, Adminiſtrators and Aſſigns, ſhall and will permit and ſuffer the ſaid *G. H.* his Heirs and Aſſigns, peaceably and quietly to have, hold and enjoy the ſaid Farms, Meſſuages or Tenements, Parcels of Land and Premiſſes hereby aſſigned or mentioned or intended ſo to be, with their and every of their Appurtenances, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, to his and their Uſe and Uſes, without the Let, Suit, Trouble, Interruption, Eviction or Ejection of him the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns, of or concerning the ſame. *And* the

Mortgagor to enjoy the Eſtates till Default of Payment.

Separate Covenants from the Aſſignors, that they have not done any Act to incumber.

ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, promiſe and agree to and with the ſaid *J. K.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *A. B.* hath not made, done or committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Reaſon or Means whereof the ſaid Farms, Meſſuages or Tenements, Parcels of Land and Premiſſes, or any of them, are or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever, or whereby the ſaid two Terms of 1000 Years and 1000 Years, of and in the ſame Farms, Meſſuages or Tenements, Parcels of Land and Premiſſes, are or may be incumbred in Title, Charge or otherwiſe howſoever. (*The like Covenant from* C. D. *and* E. F.) *In Witneſs*, &c. P.

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## *An Aſſignment of a Mortgage of a Leaſehold Eſtate by the Executors of the Mortgagee to* A. C. *and an Aſſignment and Confirmation thereof by the Mortgagor, who borrows more Money.*

THIS *Indenture tripartite*, made, &c. between *H. D.* of, &c. and *F. G.* of, &c. Executors of the Laſt Will and Teſtament of *R. B.* late of, &c. deceaſed, of the firſt Part, *C. D.* of, &c. of the ſecond Part, and *A. C.* of, &c. of the third Part.

Recital of a Leaſe.

*Whereas* by Indenture of Leaſe, bearing Date, &c. made or mentioned to be between *J. M.* of, &c. of the one Part, and the ſaid *C. D.* of the other Part; the ſaid *J. M.* for the Conſideration therein mentioned, *Did* leaſe, ſet and to Farm let unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, *All* that Piece or Parcel, &c. which ſaid Piece or Parcel of Ground, is deſcribed and laid down in a Schedule to the ſaid recited Indenture of Leaſe annexed; *To hold* the ſaid Piece or Parcel of Ground, Meſſuage or Tenement and Premiſſes, with the Appurtenances thereunto belonging, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of Saint *Michael* the Archangel then laſt paſt before the Date of the ſaid recited Indenture, unto the full End and Term of fifty-ſix Years from thence next enſuing, and fully to be compleat and ended, at and under the Rent of a Pepper-corn for the firſt two Years and one Quarter of a Year of the ſaid Term of fifty-ſix Years, and at and under the yearly Rent or Sum of 4 *l.* for the remaining fifty-three Years and three Quarters of a Year, payable as therein is mentioned, as in and by the ſaid recited Indenture of Leaſe, Relation being thereunto had, may more fully and at large appear.

A Mortgage made by *C. D.* to *R. B.*

*And whereas* by Indenture of Mortgage, bearing Date, *&c.* made or mentioned to be made between the ſaid *C. D.* of the one Part, and the ſaid *R. B.* of the other Part, (*reciting to the Effect before recited*) the ſaid *C. D.* in Conſideration of the Sum of 400 *l.* to him paid by the ſaid *R. B. Did* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, the ſaid Piece of Ground, Meſſuage or Tenement, buildings and other the Premiſſes, and all other Erections and Buildings in or upon the ſaid Piece of Ground erected or built, or to be erected or built, and all and ſingular other the Premiſſes in and by the ſaid Indenture of Leaſe demiſed or mentioned to be demiſed, with their and every of their Rights, Members and Appurtenances, together with the ſaid recited Indenture of Leaſe and Policy of Inſurance relating to or concerning the Premiſſes; and all the Eſtate, Right, Title, Intereſt, Term of Years to come, Claim and Demand whatſoever, of him the ſaid *C. D.* of, in and to the ſaid Premiſſes, or any Part thereof; *To hold* the ſame Premiſſes, with the Appurtenances, together with the ſaid recited Indenture of Leaſe and Policy of Inſurance, unto the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, from thenceforth, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of fifty-ſix Years, in and by the ſaid recited Indenture of Leaſe granted, then to come and unexpired; *under* a Proviſo, nevertheleſs, that the ſame ſhould be void, if the ſaid *C. D.* ſhould pay unto the ſaid *R. B.* his Executors, Adminiſtrators or Aſſigns, the Sum of 400 *l.* at the Times and in Manner therein mentioned and appointed.

Recital that *R. B.* is dead, having firſt made his Will and Executors.

*And whereas* the ſaid *R. B.* on or about the —— Day of —— laſt, departed this Life, having before his Death made his Laſt Will and Teſtament in Writing, bearing Date, *&c.* and thereof appointed the ſaid *H. D.* and *F. G.* Executors, who have duly proved the ſame in the Prerogative Court of *Canterbury*, and taken upon themſelves the Burthen and Execution thereof, as in and by the ſaid Indenture of Aſſignment and Will and Probate, Relation being thereunto reſpectively had, That the Principal Money was not paid, but all Intereſt is paid.

Conſideration.

had, may more fully and at large appear. *And whereas* the ſaid Principal Sum of 400 *l.* was not paid according to the Proviſo before recited, but the ſame remaineth ſtill due and owing on the ſaid mortgaged Premiſſes, but all Intereſt for the ſame is paid to the Day of the Date of theſe Preſents: *Now this Indenture witneſſeth,* That for and in Conſideration of the ſaid Sum of 400 *l.* of good and lawful Money of *Great Britain* to the ſaid *H. D.* and *F. G.* in Hand paid by the ſaid *A. C.* at and before the Enſealing and Delivery of theſe Preſents, at the Requeſt and Deſire, and for the proper Debt of the ſaid *C. D.* in full of all Monies due to the Eſtate of the ſaid *R. B.* or to the ſaid *H. D.* and *F. G.* on the ſaid recited Mortgage, the Receipt of which ſaid Sum of 400 *l.* the ſaid *H. D.* and *F. G.* do hereby confeſs and acknowledge, and thereof do and each of them doth acquit, releaſe and diſcharge the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, the ſaid *H. D.* and *F. G.* at and by the like Requeſt and Direction of the ſaid *C. D.* (teſtified by his being a Party to, and Sealing and Delivery of theſe Preſents) *Have,* and each of them *Hath,* bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents they the ſaid *H. D.* and *F. G. Do,* and each of them *Doth* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, *All* that the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Buildings and other the Premiſſes, in and by the ſaid recited Indenture of Leaſe demiſed to the ſaid *C. D.* and by him aſſigned to the ſaid *R. B.* as aforeſaid; and alſo all the Eſtate, Right, Title, Intereſt, Property, Truſt, Claim and Demand whatſoever, of them the ſaid *H. D.* and *F. G.* and either of them, of, in and to the ſaid Premiſſes, hereby aſſigned, and every Part thereof, together with the ſaid recited Indenture of Leaſe and Indenture of Aſſignment thereof: *To have and to hold* the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Buildings, and all and ſingular other the Premiſſes before mentioned, with the Appurtenances, unto the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of fifty-ſix Years, in and by the ſaid recited Indenture of Leaſe demiſed, and ſo aſſigned as aforeſaid, which are therein yet to come and unexpired, in as large and ample Manner, to all Intents and Purpoſes, as the ſaid *R. B.* deceaſed or the ſaid *H. D.* and *F. G.*

Aſſignment.

Habendum.

or any of them might, could or ought to have held and enjoyed the ſame in any Manner howſoever. *And* the ſaid *H. D.* and *F. G.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, do, and each of them doth, covenant, promiſe and agree to and with the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that they the ſaid *H. D.* and *F. G.* have not, or hath at any Time heretofore made, done, committed or executed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Premiſſes before mentioned to be hereby aſſigned, now are, or at any Time hereafter ſhall or may be impeached or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. *And this Indenture further witneſſeth,* That for the Conſideration aforeſaid, and in Conſideration of the further Sum of 300 *l.* of, *&c.* to the ſaid *C. D.* lent, and in Hand paid by the ſaid *A. C.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *C. D.* doth hereby acknowledge, and thereof doth acquit, releaſe and diſcharge the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, (which ſaid 300 *l.* ſo paid by the ſaid *A. C.* to the ſaid *C. D.* and 400 *l.* ſo by him paid as aforeſaid to the ſaid *H. D.* and *F. G.* make together the Sum of 700 *l.*) he the ſaid *C. D. Hath* granted, aſſigned, ratified and confirmed, and by theſe Preſents *Doth* grant, aſſign, ratify and confirm unto the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, *All* that the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Buildings, Hereditaments, and all other the Premiſſes before mentioned to be hereby aſſigned, with their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever, both in Law and Equity of him the ſaid *C. D.* of, in and to the ſame; which ſaid Meſſuage or Tenement and Premiſſes hereby aſſigned, are now in the Tenure or Poſſeſſion of, *&c.* *To have and to hold* the ſaid Piece or Parcel of Ground, Meſſuage or Tenement and Premiſſes hereby aſſigned, ratified and confirmed, with their Appurtenances, unto the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, for all the Reſt, Reſidue and Remainder of the ſaid Term of fifty-ſix Years ſo leaſed and aſſigned as aforeſaid, which are therein yet to come and unexpired, acquitted, freed and diſcharged of the Proviſo in the ſaid recited Indenture of Mortgage contained, and all other Proviſoes, Conditions and Agreements for Redemption of the ſaid Premiſſes (other than and

Executors covenant that they have not done any Act to incumber.

Confirmation.

Habendum.

and except the Proviſo and Agreement herein after for that Purpoſe contained): *Provided* always, and the ſaid *A. C.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth grant and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that if the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *A. C.* his Executors, Adminiſtrators or Aſſigns, or any of them, at or in the Common Dining-Hall of *Gray's Inn* in the County of *Middleſex*, the full and juſt Sum of 735 *l.* of lawful Money of *Great Britain*, in Manner following, (that is to ſay) 17 *l.* 10 *s.* Part thereof upon the —— Day of —— next enſuing the Date of theſe Preſents, and the full and juſt Sum of 717 *l.* 10 *s.* Reſidue thereof, upon the —— Day of —— which ſhall be in the Year of our Lord, *&c.* without making any Deduction, Defalcation or Abatement thereout or therefrom, for Taxes, Aſſeſſments, or any other Impoſitions or Charges whatſoever, impoſed or to be impoſed on the ſaid Premiſſes, or any Part thereof, or on the ſaid 700 *l.* principal Money, or the Intereſt thereof, by Authority of Parliament, or any other Power or Authority, that then or at any Time then after he the ſaid *A. C.* his Executors, Adminiſtrators or Aſſigns, ſhall and will, upon the reaſonable Requeſt, and at the Coſts and Charges of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, aſſign or otherwiſe convey the ſaid Piece or Parcel of Ground, Meſſuage or Tenement and Premiſſes before mentioned to be hereby aſſigned, with their Appurtenances, and all his and their Eſtate therein, and then alſo re-aſſign the Policy whereby the ſame Meſſuage or Tenement is inſured againſt Fire, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, or as he or they ſhall appoint, diſcharged of all Incumbrances to be done by the ſaid *A. C.* his Executors, Adminiſtrators or Aſſigns.

Proviſo to aſſign on Payment of Principal and Intereſt.

*And* the ſaid *C. D.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner following, (that is to ſay) That he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 735 *l.* in the Proviſo or Agreement herein before contained and mentioned, at the Times and Place therein limited and appointed for

Covenant to pay the Money.

for Payment thereof, without making any Deduction or Abatement for Taxes, Aſſeſſments, or any other Impoſitions or Charges whatſoever as aforeſaid, according to the true Intent and Meaning of the ſaid Proviſo and Agreement, and theſe Preſents; *And* that if Default ſhall happen to be made in Payment of the ſaid Sum of 735 *l.* in the Proviſo and Covenant herein before mentioned, or any Part thereof, contrary to the ſaid Proviſo, Covenant and Agreement aforeſaid, and the true Meaning of theſe Preſents, that then the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and all and every other Perſon and Perſons having or lawfully claiming, or to claim any Eſtate, Right, Title or Intereſt, of, in or to the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Buildings and Premiſſes before mentioned to be hereby aſſigned, ſhall and will from Time to Time, and at all Times then after, upon the reaſonable Requeſt of the ſaid *A. C.* his Executors, Adminiſtrators or Aſſigns, but at the Coſts and Charges of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, make, do and execute, or cauſe and procure to be made, done and executed, *All* and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Aſſigning and Aſſuring the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Buildings and Premiſſes before mentioned to be hereby aſſigned, with their Appurtenances, unto the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of fifty-ſix Years before mentioned, which ſhall be therein then to come and unexpired, as by the ſaid *A. C.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required; *And* that if Default ſhall happen to be made in Payment of the ſaid 735 *l.* or any Part thereof, contrary to the Proviſo, Covenant and Agreement aforeſaid, and the true Meaning of theſe Preſents, it ſhall and may be lawful to and for the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, peaceably and quietly to have, hold and enjoy the ſaid Piece or Parcel of Ground, Meſſuage or Tenement, Buildings and Premiſſes before mentioned to be hereby aſſigned, with their Appurtenances, and the yearly and other Rents, Iſſues and Profits thereof to have, receive and take to his and their own Uſe and Behoof, for and during all the Reſt, Reſidue and Remainder

If Default is made in Payment to make further Aſſurance.

If Default is made in Payment, *A. C.* quietly to enjoy the Premiſſes.

Remainder of the ſaid Term of fifty-ſix Years, which ſhall be therein then to come and unexpired, without the lawful Moleſtation or Hindrance of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons whatſoever; *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all former and other Gifts, Grants, Bargains, Sales, Leaſes, Aſſignments, Mortgages, Jointures, Dowers, Judgments, Statutes, Recognizances, Executions, Extents, and of and from all other Titles, Troubles, Charges and Incumbrances whatſoever. *And laſtly,* it is hereby declared and agreed by and between the ſaid *A. C.* and the ſaid *C. D.* for them, their Executors, Adminiſtrators and Aſſigns reſpectively, that until Default ſhall happen to be made in Payment of the ſaid Sum of 735 *l.* before mentioned, or ſome Part thereof, at the Times and Place herein before appointed for Payment thereof, contrary to the true Meaning of theſe Preſents, it ſhall and may be lawful to and for the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, peaceably and quietly to have, hold and enjoy the ſaid Piece or Parcel of Ground, Meſſuage or Tenement and Premiſſes before mentioned to be hereby aſſigned, with their Appurtenances, and the Rents, Iſſues and Profits thereof to have, receive and take to his and their own Uſe and Behoof, without the lawful Let, Moleſtation or Hindrance of the ſaid *A. C.* his Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons lawfully claiming or to claim, by, from or under him or them. *In Witneſs,* &c.

Free from Incumbrances.

Till Default of Payment Mortgagor to enjoy the Premiſſes.

## *An Aſſignment and Confirmation of a Mortgage of two Eſtates, one for ninety-nine Years, and the other for five hundred Years, by the Mortgagee and Mortgagor to* E. F. *The Mortgagor borrows more Money, and for better ſecuring the Payment of the whole Money lent, with Intereſt, conveys the Eſtates by Leaſe and Releaſe to* G. H. *in Truſt for the ſaid* E. F.

THIS *Indenture Quadripartite*, made, *&c.* between *A. B.* of, *&c.* of the firſt Part, *C. D.* of, *&c.* of the ſecond Part, *E. F.* of, *&c.* of the third Part, and *G. H.* of, *&c.* of the fourth Part. *Whereas* by Indenture, *&c.* (*Here was recited a Mortgage of two Eſtates, one for ninety-nine Years, and the other for five hundred Years, and ſeveral Aſſignments made thereof, the laſt of which was made to* A. B. *for ſecuring* 2200 l. *and Intereſt.*) *And whereas* the ſaid principal Sum of 2200 *l.* now remains due and owing to the ſaid *A. B.* on the ſaid recited Security, but the ſaid *C. D.* hath paid all Intereſt become due thereon to the Day of the Date of theſe Preſents: *And whereas* the ſaid *C. D.* having Occaſion for the further Sum of 800 *l.* hath applied to the ſaid *E. F.* to borrow and take up at Intereſt the Sum of 3000 *l.* of good and lawful Money of *Great Britain*: *Now this Indenture witneſſeth*, that for and in Conſideration of the Sum of 2200 *l.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* at or before the Enſealing and Delivery of theſe Preſents in Hand (by the Direction and Appointment of the ſaid *C. D.* teſtified by his being a Party to and executing theſe Preſents) well and truly paid by the ſaid *E. F.* as and for the proper Debt of the ſaid *C. D.* and in full of all Monies due and owing to the ſaid *A. B.* by Virtue of the ſaid recited Securities or any of them, the Receipt and Payment whereof he the ſaid *A. B.* doth hereby acknowledge, and thereof and of every Part and Parcel thereof doth acquit, releaſe and diſcharge the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, and every of them, by theſe Preſents, he the ſaid *A. B.* (at the Requeſt, and by the Direction and Appointment of the ſaid *C. D.* teſtified as aforeſaid) *Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, *All* thoſe the ſaid ſeveral Meſſuages,

Recital that the Principal Money now remains due, but all Intereſt is paid.

That the Mortgagor having Occaſion for more Money hath applied to *E. F.* to borrow 3000 l.

Conſideration.

Mortgagee aſſigns the Premiſſes.

Mills, Lands, Tenements and Hereditaments herein before mentioned and deſcribed, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, in and by the ſaid ſeveral recited Indentures, or any of them, demiſed, granted or aſſigned, or meant, mentioned or intended ſo to be, and by theſe Preſents bargained and ſold, or intended ſo to be, and every Part and Parcel thereof, with their Appurtenances, together with the ſaid ſeveral recited Indentures, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes, and of every Part and Parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years, Truſt, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *A. B.* of, in and to the ſame Premiſſes, or any Part thereof, by Force, Virtue or Means of the ſaid ſeveral recited Indentures, Will and Adminiſtration, or any of them, or otherwiſe howſoever; *To have and to hold* the ſaid ſeveral Meſſuages, Mills, Lands, Tenements, and all and ſingular other the Premiſſes herein before mentioned, meant or intended to be by theſe Preſents bargained, ſold, aſſigned, transferred and ſet over, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid ſeveral before mentioned Terms of ninety-nine Years and five hundred Years now to come and unexpired, in as full, large, ample and beneficial Manner as the ſaid *A. B.* might, could or ought to have held and enjoyed the ſame, had not theſe Preſents been made. Habendum. *And this Indenture further witneſſeth*, that for the Conſideration aforeſaid, and for and in Conſideration of the Sum of 800 *l.* of good and lawful Money of *Great Britain* to the ſaid *C. D.* in Hand well and truly paid by the ſaid *E. F.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *C. D.* doth hereby acknowledge and confeſs, and thereof and of every Part and Parcel thereof doth acquit, releaſe and diſcharge the ſaid *E. F.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, by theſe Preſents, he the ſaid *C. D. Hath* ratified and confirmed, and by theſe Preſents *Doth* ratify and confirm unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, the ſaid ſeveral recited Indentures, and the ſeveral Meſſuages, Mills, Lands, Tenements and Hereditaments, and all and ſingular other the Premiſſes, with the Mortgagor confirms.

Appurtenances herein before mentioned, meant or intended to be bargained, ſold, aſſigned, transferred and ſet over, and every Part and Parcel thereof, unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid before mentioned ſeveral Terms of ninety-nine Years and five hundred Years, of and in the ſaid Premiſſes now to come and unexpired: *Provided* always, and upon Condition that if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, at or in, *&c.* the full and juſt Sum of 3150 *l.* of good and lawful Money of *Great Britain,* in Manner and Form following, (that is to ſay) The Sum of 75 *l.* Part thereof at or upon the —— Day of —— next enſuing the Date of theſe Preſents; and the further Sum of 3075 *l.* Reſidue of the ſaid Sum of 3150 *l.* at or upon, *&c.* without making any Deduction, Defalcation or Abatement, out of or from the ſame or any Part thereof, for or by Reaſon of any Parliamentary or other Taxes, Charges, Aſſeſſments or Payments whatſoever, already impoſed, aſſeſſed or laid, or hereafter to be impoſed, aſſeſſed or laid on the ſaid Premiſſes, or any Part thereof, or on the ſaid Sum of 3150 *l.* or any Part thereof, or on the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, in Reſpect thereof, by Authority of Parliament, or by any other Authority or Power, or for any other Matter Cauſe or Thing whatſoever; that then or at any Time then after the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, ſhall and will, at the Requeſt, Coſts and Charges of the ſaid *C. D.* his Heirs or Aſſigns, aſſign over, transfer or ſurrender the ſaid hereby aſſigned Meſſuages, Mills, Lands, Tenements and Hereditaments, and all his Eſtate therein, unto the ſaid *C. D.* and his Heirs, or unto ſuch other Perſon or Perſons as he or they ſhall direct or appoint, freed and diſcharged of all Incumbrances by him the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, or any of them, committed, done or ſuffered.

Proviſo to aſſign on Payment of Principal and Intereſt.

*And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *A. B.* hath not at any Time heretofore made, done or committed any Act, Matter or Thing whatſoever, whereby or wherewith, or by Reaſon or Means whereof the ſaid Meſſuages, Mills, Lands, Tenements, Hereditaments and Premiſſes hereby aſſigned

Mortgagor covenants that he hath not done any Act to incumber.

aſſigned or intended to be aſſigned, or any Part or Parcel thereof, is, are, ſhall, may or can be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. *And this Indenture alſo further witneſſeth*, that for the further and better Securing the Payment of the ſaid Principal Sum of 3000 *l.* and for ſecuring the accruing Intereſt of the ſaid Sum of 3000 *l.* in Manner herein after mentioned; and alſo for and in Conſideration of the Sum of 5 *s.* of good and lawful Money of *Great Britain* to the ſaid *C. D.* in Hand paid by the ſaid *G. H.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowlegded; he the ſaid *C. D.* (by and with the Conſent, Privity and Appointment of the ſaid *E. F.* teſtified by his being a Party to, and Sealing and Executing theſe Preſents) *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents (by the like Conſent, Privity and Appointment) *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *G. H.* (in his actual Poſſeſſion now being of all and ſingular the ſaid Meſſuages, Mills, Lands, Tenements and Hereditaments, as well before as herein after mentioned, with the Appurtenances, by Virtue of a Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and ſealed and executed before the Sealing and Delivery of theſe Preſents, and made or mentioned to be made between the ſaid *C. D.* of the one Part, and the ſaid *G. H.* of the other Part, for the Conſideration of 5 *s.* therein mentioned, and by Force of the Statute made for transferring of Uſes into Poſſeſſion) and to his Heirs, *All* thoſe the ſaid ſeveral Meſſuages, Mills, Lands, Tenements, Hereditaments and Premiſſes of him the ſaid *C. D.* herein before mentioned and deſcribed, and every Part and Parcel thereof, in and by the ſaid ſeveral recited Indentures demiſed and aſſigned, or intended ſo to be, and by theſe Preſents bargained, ſold, aſſigned, or intended ſo to be, with their and every of their Appurtenances; all which ſaid ſeveral Meſſuages, Mills, Lands, Tenements and Hereditaments are ſituate, lying and being in the Pariſhes of—— in the ſaid County of *S.* and now are, or late were, in the ſeveral Tenures, Occupations and Poſſeſſions of —— and alſo all other the Meſſuages, Mills, Lands, Tenements and Hereditaments whatſoever, of him the ſaid *C. D.* or of any other Perſon or Perſons in Truſt for him, ſituate, *&c.* in the ſaid County of *S.* and the Reverſion and Reverſions, Remainder and

Grant of the Freehold.

Leaſe for a Year.

and Remainders, yearly and other Rents, Iſſues and Profits of all and ſingular the ſaid hereby granted Meſſuages, Mills, Lands, Tenements, Hereditaments and Premiſſes, and all the Eſtate, Right, Title, Intereſt, Benefit, Uſe, Property, Claim and Demand whatſoever of him the ſaid *C. D.* of, in, to or out of the ſaid hereby granted or intended to be granted Premiſſes, or any Part or Parcel thereof; *To have and to hold* the ſaid Meſſuages, Mills, Lands, Tenements, and all and ſingular the Premiſſes hereby granted and releaſed, or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *G. H.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *G. H.* his Heirs and Aſſigns for ever; *In Truſt* neverthele ſs for the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns: *Provided* always, and upon Condition, that if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 3150 *l.* at the Place and on the Times limited for Payment thereof as aforeſaid, without making any Deduction, Defalcation or Abatement out of or from the ſame, or any Part thereof, as aforeſaid, that then the ſaid *G. H.* his Heirs and Aſſigns, ſhall and will at the Requeſt, Coſts and Charges of the ſaid *C. D.* his Heirs or Aſſigns, reconvey the ſaid hereby granted and releaſed Premiſſes unto the ſaid *C. D.* and his Heirs, or unto ſuch other Perſon or Perſons as he or they ſhall direct or appoint, freed and diſcharged of all Incumbrances by him the ſaid *G. H.* his Heirs or Aſſigns, or any of them, committed, done or ſuffered. *And* the ſaid *C. D.* for himſelf, his Heirs, Executors and Adminiſtrators doth covenant, promiſe and agree to and with the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, (that is to ſay) That he the ſaid *E. F.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, the ſaid ſeveral Sums of 75 *l.* and 3075 *l.* at the Days and Place in the ſaid Proviſo or Condition herein before contained, limited and appointed for the Payment thereof, without making any Deduction or Abatement out of the ſame, or any Part thereof as aforeſaid; *And alſo*, that the ſaid *A. B.* and *C. D.* now have, or one of them hath, at the Time of the Sealing and Delivery hereof, in themſelves or himſelf, good Right, full Power, and lawful and abſolute Autho-

Habendum.

Proviſo to re-convey on Payment of Principal and Intereſt.

Mortgagor covenants to pay the Money.

That the Mortgagee and Mortgagor, or one of them, have or hath Power to aſſign and grant.

rity to bargain, ſell, aſſign, transfer and grant the ſaid Meſſuages, Mills, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned, with their and every of their Appurtenances, unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, and to the ſaid *G. H.* his Heirs, and Aſſigns, in Manner and Form as is herein on that Behalf before ſet forth, and according to the true Intent and Meaning of theſe Preſents; *And alſo* in Caſe Default ſhall happen to be made of or in Payment of the ſaid ſeveral Sums of 75 *l.* and 3075 *l.* or any Part thereof, at the Days and Place, and in Manner and Form, as the ſame is herein before covenanted to be paid, that then and from thenceforth it ſhall and may be lawful to and for the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, from Time to Time and at all Times then after, during the ſaid reſpective Terms of ninety-nine Years and five hundred Years, peaceably and quietly to have, hold, poſſeſs, occupy and enjoy the ſaid Meſſuages, Mills, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned and intended to be hereby aſſigned to him the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns and every of them, with their and every of their Appurtenances, and the yearly and other Rents, Iſſues and Profits thereof, to have, receive and take to his and their own Uſe and Uſes, without any lawful Let, Suit, Trouble, Moleſtation or Hindrance of the ſaid *A. B.* and *C. D.* or either of them, or any other Perſon or Perſons whatſoever; *And* that free and clear, and freely and clearly acquitted, freed and diſcharged, and from Time to Time ſaved harmleſs and kept indemnified by the ſaid *A. B.* and *C. D.* of and from all former and other Gifts, Grants, Bargains, Sales, Wills, Jointures, Dowers, Judgments, Statutes, Recognizances, Titles, Charges and Incumbrances whatſoever, had, made, committed done or ſuffered by the ſaid *A. B.* and *C. D.* or either of them, or by any other Perſon or Perſons whatſoever; *And alſo*, that in Caſe Default ſhall happen to be made of or in Payment of the ſaid ſeveral Sums of 75 *l.* and 3075 *l.* or any Part thereof, at the Days and Place, and in Manner and Form as the ſame is herein before covenanted to be paid, that then and from thenceforth it ſhall and may be lawful to and for the ſaid *G. H.* his Heirs and Aſſigns, from Time to Time and at all Times then after, peaceably and quietly to have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuages, Mills, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned, and every of them,

In Default of Payment of the Money, *E. F.* quietly to enjoy the Premiſſes.

Free from Incumbrances.

In Default of Payment, the Truſtee quietly to enjoy the Premiſſes.

them, with their and every of their Appurtenances, and the yearly and other Rents, Iſſues and Profits thereof, to have, receive and take to his and their own Uſe and Uſes, in ſuch Manner and Form as the ſame, on Default of Payment of the ſaid Sum of 3150 *l.* is herein before covenanted and agreed to be enjoyed and received by the ſaid *E. F.* free from all Incumbrances whatſoever. *And further*, that at any Time after ſuch Default of Payment of the Monies herein before covenanted to be paid, they the ſaid *A. B.* and *C. D.* their Heirs, Executors and Adminiſtrators, and every other Perſon and Perſons whatſoever, any Eſtate having or lawfully claiming in, to or out of the ſaid Meſſuages, Mills, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, ſhall and will at the reaſonable Requeſt of the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, and alſo at the reaſonable Requeſt of the ſaid *G. H.* his Heirs and Aſſigns, but in both Caſes at the proper Coſts and Charges in the Law of the ſaid *C. D.* his Heirs, Executors and Adminiſtrators, make, do, ſuffer and execute, or cauſe to be made, done, ſuffered and executed, *All* ſuch further and other Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further and better Aſſuring and Conveying the ſaid Meſſuages, Mills, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned, with their and every of their Appurtenances, unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns; and alſo unto the ſaid *G. H.* his Heirs and Aſſigns, according to the ſeveral Uſes, Truſts, Terms of Years, Limitations and Appointments herein before mentioned, and according to the true Intent and Meaning of theſe Preſents; as by the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, and as by the ſaid *G. H.* his Heirs and Aſſigns, or their or any of their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed and required. *And laſtly*, the ſaid *E. F.* and *G. H.* do and each of them doth declare, that until Default ſhall happen to be made in Payment of the Monies herein before covenanted to be paid, or ſome Part thereof, according to the true Intent and Meaning of theſe Preſents, the ſaid *E. F.* and *G. H.* their reſpective Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and will permit and ſuffer the ſaid *C. D.* his Heirs and Aſſigns, peaceably and quietly to have, hold and enjoy the ſaid Meſſuages, Mills, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned, with their

After Default of Payment, to make further Aſſurance.

Till Default of Payment Mortgagor to enjoy the Premiſſes.

their and every of their Appurtenances, and to have, receive and take the Rents, Iſſues and Profits thereof, to his and their own Uſe and Uſes, without any Let, Suit or Interruption of the ſaid *E. F.* or *G. H.* their Reſpective Heirs, Executors, Adminiſtrators or Aſſigns, and without any Account to be made or given to the ſaid *E. F.* and *G. H.* or either of them, their reſpective Heirs, Executors, Adminiſtrators or Aſſigns, for or concerning the ſame. *In Witneſs*, &c.

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## *A further Mortgage by Indorſement for ſecuring Money lent on a Bond.*

WHereas the within named *A. B.* and *C. D.* of, *&c.* by the Obligation or Writing obligatory, bearing even Date with theſe Preſents, are held and firmly bound unto the within named *A. C.* in the penal Sum of 400 *l.* of good and lawful Money of *Great Britain*, conditioned for Payment of 200 *l.* of like Money unto the ſaid *A. C.* his Executors, Adminiſtrators or Aſſigns, with Intereſt for the ſame, after the Rate of 5 *l.* in the Hundred for a Year, upon the — Day of — then and now next enſuing, as by the ſaid Obligation and Condition thereof may appear: *Now witneſs this preſent Indorſement*, for the further and better ſecuring the Payment of the ſaid Sum of 200 *l.* and Intereſt unto the ſaid *A. C.* his Executors, Adminiſtrators or Aſſigns, according to the Condition of the ſaid recited Obligation; the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby grant, declare and agree to and with the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, that the within mentioned Piece or Parcel of Ground, Meſſuage or Tenement, Stable, Coach-houſe, Buildings and Hereditaments in the within written Indenture contained and mentioned, ſhall ſtand, remain and be a Security in the Hands of the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, for the Payment of the ſaid 200 *l.* and Intereſt, at the Time in the Condition of the ſaid recited Obligation mentioned; and ſhall not be redeemable or be redeemed by the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, but upon Payment as well of the ſaid 200 *l.* and Intereſt before mentioned, as of the within mentioned 400 *l.* and Intereſt from henceforth to grow due unto him the ſaid *A.C.* his Executors, Adminiſtrators and Aſſigns, making together 600 *l.* and Intereſt. *And* the ſaid *A.B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *A.C.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *A.B.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A.C.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 200 *l.* in the Condition of the ſaid recited Obligation mentioned, with Intereſt for the ſame after the Rate of 5 *l.* in the hundred for a Year, upon the —— Day of —— now next enſuing the Date of theſe Preſents, according to the true Intent and Meaning of the ſaid recited Obligation and of theſe Preſents. *In Witneſs*, &c.

## *A further Mortgage by Indorſement.*

W*Hereas* the principal Sum of 1000 *l.* within mentioned to be lent and paid by the within named *W.W.* to the within named *T.H.* remains yet due and owing from the ſaid *T.H.* to the ſaid *W.W.* but all Intereſt is paid for the ſame to the Day of the Date hereof: *And whereas* the ſaid *T.H.* hath applied to the ſaid *W.W* to borrow and take up at Intereſt the further Sum of 200 *l.* on Security of the within mentioned Meſſuage, Lands, Tenements and Hereditaments, as well Freehold as Copyhold, which the ſaid *W.W.* hath agreed to lend and advance him: *Now witneſs* this preſent Indorſement, that for and in Conſideration of the Sum of 200 *l.* of good and lawful Money of *Great Britain* to the ſaid *T.H.* in Hand paid by the ſaid *W.W.* at or before the Enſealing and Delivery of theſe preſents, the Receipt of which ſaid Sum of 200 *l.* the ſaid *T.H.* doth hereby confeſs and acknowledge, and thereof and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *W.W.* his Heirs, Executors and Adminiſtrators, and every of them, for ever by theſe Preſents, the ſaid *T.H.* doth hereby for himſelf, his Heirs and Aſſigns, grant, declare and agree to and with the ſaid *W.W.* his Heirs, Executors, Adminiſtrators and Aſſigns, that the within mentioned Meſſuage, Buildings, Lands, Tenements and Hereditaments in the within

Indenture contained, as well Freehold as Copyhold, ſhall ſtand, remain, and be a Security in the Hands of the ſaid *W. W.* his Heirs and Aſſigns, for the Payment of the ſaid Sum of 200 *l.* and Intereſt for the ſame, after the Rate of 5 *l.* in the hundred by the Year, in Manner following, (that is to ſay) The Sum of 5 *l.* on the —— Day of —— next enſuing the Date of theſe Preſents, and the further Sum of 205 *l.* upon the —— Day of —— which ſhall be in the Year of our Lord —— and that the ſame ſhall not be redeemable or be redeemed by the ſaid *T. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, but upon Payment as well of the ſaid Sum of 5 *l.* and 205 *l.* as of the within mentioned principal Sum of 1000 *l.* and Intereſt, from henceforth to grow due for the ſame, unto the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, making together the principal Sum of 1200 *l.* *And* the ſaid *T. H.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant to and with the ſaid *W. W.* his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *T. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *W. W.* his Executors, Adminiſtrators or Aſſigns, at or in, *&c.* the full and juſt Sum of 210 *l.* of, *&c.* in Manner following, (that is to ſay) The ſaid ſeveral Sums of 5 *l.* and 205 *l.* on the ſeveral Days before mentioned for Payment thereof, without any Deduction or Abatement thereout or from the ſame, or any Part thereof, for or in Reſpect of any Taxes, Charges, Impoſitions, Aſſeſſments or other Deductions impoſed or to be impoſed by Authority of Parliament, or otherwiſe howſoever; *And* the ſaid *T. H.* doth hereby further for himſelf, his Heirs and Aſſigns, declare, conſent and agree to and with the ſaid *W. W.* his Heirs, Executors, Adminiſtrators and Aſſigns, that all and every Perſon and Perſons who now are or hereafter ſhall ſtand and be poſſeſſed of the Term and Terms of Years as is within mentioned, and of the ſaid Meſſuage, Lands, Tenements and Hereditaments comprized in the ſame, ſhall ſtand and be poſſeſſed of the ſame Term or Terms of Years; *in Truſt* for the ſaid *W. W.* his Heirs and Aſſigns, for the further and better ſecuring the ſaid Sum of 200 *l.* with the Intereſt to grow due for the ſame, unto the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, according to the Agreement and Covenant herein before mentioned for the Payment of the ſame; and from and after Payment of the ſaid reſpective principal Sums of 1000 *l.* and 200 *l.* with Intereſt for the ſame reſpectively, and ſubject thereto, *in Truſt* to attend and wait upon the Reverſion or Remainder and Inheritance of the ſaid Meſſuage, Lands, Hereditaments and Premiſſes within granted and releaſed. *In Witneſs*, &c.

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## *A further Mortgage by Indorſement.*

THESE *Preſents witneſs*, That the within named *A. B.* hath this Day had and received of and from the within named *C. D.* Eſquire, the further Sum of 1000 *l.* of lawful Money of *Great Britain*, the Receipt whereof he doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents, and in Conſideration thereof the ſaid *A. B.* doth hereby charge all and ſingular the Meſſuages, Lands, Tenements and Hereditaments within mentioned, with the Payment thereof, after the Rate of 5 *l. per Cent. per Annum*, and doth hereby for himſelf, his Heirs and Aſſigns, covenant, grant and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *A. B.* his Heirs or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 1000 *l.* of lawful Money of *Great Britain*, together with lawful Intereſt for the ſame, on the —— Day of —— next enſuing the Date of theſe Preſents; *And* that the within granted Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſhall not be redeemed or redeemable by the within named *A. B.* but on Payment as well of the within mentioned Sum of —— and Intereſt as of the abovementioned Sum of 1000 *l.* ſo lent and advanced as aforeſaid, and the Intereſt thereof. *In Witneſs*, &c.

## P.

# Partitions.

## *A Deed of Partition by Leaſe and Releaſe.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* Widow, *M. B.* of, *&c.* Widow, *J. B.* of, *&c.* Widow, *E. B.* of, *&c.* Widow, and *W. B.* of, *&c.* Deviſees named in the laſt Will and Teſtament of *V. N.* herein after named, of the one Part, and *S. T.* of, *&c.* and *L. M.* of, *&c.* of the other Part. *Whereas* by Indentures of Leaſe and Releaſe bearing Date, *&c.* and made or mentioned to be made between *O. W.* then of, *&c.* ſince deceaſed, of the one Part, and the ſaid *V. N.* by the Name of *V. N.* of, *&c.* his Nephew, of the other Part, the ſaid *O. W.* for and in Conſideration of the Love and Affection which he had and bore unto his ſaid Nephew, and other the Conſiderations therein mentioned, *Did* grant bargain, ſell, alien, releaſe and confirm unto the ſaid *V. N.* and his Heirs, *All* that Capital Meſſuage or Tenement, and all thoſe forty Acres of Arable Land, *&c.* and alſo all that Meſſuage, Cottage or Tenement, *&c.* and alſo all thoſe his Meſſuages or Tenements, and ſeveral Pieces or Parcels of Ground, *&c.* and all that his Annuity or annual Rent-Charge of 10 *l. per Annum*, iſſuing and ariſing out of certain Lands, ſituate, lying and being in, *&c.* *To hold* the ſaid Premiſſes unto the ſaid *V. N.* his Heirs and Aſſigns, to and for the Uſe and Benefit of the ſaid *O. W.* for and during the Term of his natural Life, and from and after his Deceaſe, to and for the ſole Uſe and Benefit of the ſaid *V. N.* his Heirs and Aſſigns for ever: *And whereas* the ſaid *V. N.* by the Name and Addition of *V. N.* of, *&c.* did in and by his laſt Will and Teſtament, bearing Date, *&c.* give, deviſe and bequeath unto his Wife *E. N.* the ſaid Capital Meſſuage, Meſſuages, Lands, Hereditaments and Premiſſes, by the Names and Deſcriptions following, (that is to ſay) *All* that Capital Meſſuage, *&c.* *To hold* unto his ſaid Wife and her Aſſigns, for and during the Term of ninety-nine Years, if ſhe ſhould ſo long live, and further declared his Will and Pleaſure to be, that over and beſides the ſaid Term of Years, or his

Wife's Life therein, before given her in the Premiſſes, the Sum of 300 *l.* ſhould be charged, and did thereby charge the ſame upon the ſaid Lands and Houſes to be paid unto her, her Heirs, Executors or Adminiſtrators, in lawful Money of *Great Britain*, out of all and ſingular the ſaid Lands and Houſes, Rent-Charge and Premiſſes, and the ſame after the Deceaſe of his ſaid Wife ſhould be ſold for the Payment thereof, unleſs the ſeveral Legatees thereafter mentioned ſhould agree to pay the ſaid Sum of 300 *l.* in Manner aforeſaid, and raiſe the ſame upon the ſaid Eſtate for the Uſe aforeſaid; and from and after the Deceaſe of his ſaid Wife, and the Payment of the ſaid Sum of 300 *l.* unto her Executors, Adminiſtrators or Aſſigns as aforeſaid, the ſaid *V. N.* did alſo give, deviſe and bequeath, *All* and ſingular the Lands, Tenements, Farms, Rent-Charge, and all other the Premiſſes therein and herein before mentioned, with their and every of their Appurtenances, unto his Siſters *A. N.* (now the ſaid *A. B.*) *M. B. J. B.* and *E. B.* and to his Couſin the ſaid *W. B.* Parties hereto, their Heirs and Aſſigns for ever, to be equally divided between them, Share and Share alike, and did conſtitute his ſaid Wife and his Brother-in-law *M. H.* of, *&c.* Executors of his ſaid Will, as in and by the ſaid recited Indentures and Will, Relation being had to the ſame reſpectively, may more fully appear: *And whereas* the ſaid *V. N.* did afterwards depart this Life without revoking or altering his ſaid Will: *And whereas* the ſaid *E. N.* on or about the, *&c.* departed this Life, having firſt duly made and publiſhed her laſt Will and Teſtament in Writing, bearing Date, *&c.* and thereof made and appointed *E. T.* of, *&c.* and *S. J.* of, *&c.* Executors, and the ſaid *S. J.* proved the ſaid Will in the Prerogative Court of the Archbiſhop of *Canterbury*: *And whereas* the ſaid *A. B. M. B. J. B. E. B.* and *W. B.* have paid unto the ſaid *S. J.* or his Order, the Sum of 300 *l.* by the ſaid Will of the ſaid *V. N.* charged to be paid unto the ſaid *E. N.* her Heirs, Executors or Adminiſtrators as aforeſaid: *And whereas* the ſaid *A. B. M. B. J. B. E. B.* and *W. B.* are fully minded and agreed that the ſaid Premiſſes ſhall be divided, and that a juſt Partition thereof by Conſent ſhall be made between them, ſo as every one of them may have in Certainty and Severalty his and her own Part and Portion therein, and may be enabled to diſpoſe of the ſame as to him or her reſpectively ſhall ſeem moſt convenient, except as between the ſaid *J. B.* and *E. B.* who are to hold the Meſſuages herein after limited

mited to them or to their Uſe, for their Parts and Proportions as Tenants in Common: *And whereas* ſuch Part of the Premiſſes as are herein after limited to the ſaid *W. B.* is of leſs Value than the Parts herein after limited to the other Parties, and the Part of the Premiſſes herein after limited to the ſaid *A. B.* is of greater Value than the Parts of the other of the Parties, and therefore the ſaid *A. B.* hath agreed to pay to the ſaid *W. B.* the Sum of —— and the ſaid *M. B. J. B.* and *E. B.* have alſo agreed to pay the ſaid *W. B.* the Sum of —— apiece, to make his ſaid Part equal in Value, with the Parts of the ſaid other Parties, which ſaid ſeveral Sums have been paid to him accordingly at or before the Sealing and Delivery of theſe Preſents, the Receipt and Payment whereof the ſaid *W. B.* doth hereby acknowledge: *Now this Indenture witneſſeth*, that in Purſuance, and for the Performance of ſuch Reſolution and Agreement, and for and in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain* unto each of them the ſaid *A. B. M. B. J. B. E. B.* and *W. B.* in Hand paid by the ſaid *S. T.* and *L. M.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof they do hereby reſpectively acknowledge, they the ſaid *A. B. M. B. J. B. E. B.* and *W. B. Have*, and each and every of them *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents *Do*, and each and every of them *Doth* grant, *&c.* unto them the ſaid *S. T.* and *L. M.* and their Heirs, *All* that the ſaid Capital Meſſuage or Tenement, and all thoſe the ſaid forty Acres of Arable Land, *&c.* and alſo all that the ſaid Meſſuage, Cottage or Tenement, *&c.* and alſo all that the ſaid Annuity or annual Rent-Charge of 10 *l.* iſſuing and ariſing out of certain Lands, ſituate, lying and being, *&c.* and all Ways, Paſſages, *&c.* to all and ſingular the ſaid Meſſuages, Cottage, Annuity, Farms, Lands, Ground and Premiſſes belonging or in any wiſe appertaining, or to or with the ſame at any Time heretofore uſually occupied, poſſeſſed or enjoyed, or accepted, reputed, deemed and taken as Parcel or Member of the ſame, and the Reverſion, *&c.* All which ſaid Meſſuages or Tenements, Cottage, Annuity, Lands and Premiſſes, with their Appurtenances, hereby or mentioned to be hereby granted and releaſed, are now in the actual Poſſeſſion of the ſaid *S. T.* and *L. M.* by Virtue of a Bargain and Sale for one Year to them thereof made by the ſaid *A. B. M. B. J. B. E. B.* and *W. B.* in Conſideration of 5 *s.* by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring of Uſes into Poſſeſſion, and all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Property, Claim and Demand whatſoever and howſoever of them the ſaid *A.B.* *M.B.* *J.B.* *E.B.* and *W.B.* and of every or any of them, both in Law and Equity, of, in, to or out of the ſaid ſeveral Meſſuages, Cottage, Annuity, Land, Ground and Premiſſes, and every or any of them, or any Part or Parcel thereof; *To have and to hold* the ſaid Meſſuages, Cottage, Annuity, Farms, Lands, Ground, and all other the Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *S.T.* and *L.M.* their Heirs and Aſſigns for ever, to and for the Uſes, Intents and Purpoſes herein after mentioned and declared concerning the ſame reſpectively, that is to ſay, *As to*, for and concerning *All* that the ſaid Capital Meſſuage or Tenement, and all thoſe the ſaid forty Acres of Arable Land, *&c. To the Uſe* and Behoof of the ſaid *W.B.* and of his Heirs and Aſſigns for ever, and to or for no other Uſe, Intent or Purpoſe whatſoever; *And* as to, for and concerning *All* that the ſaid Meſſuage or Tenement, *&c.* to the Uſe and Behoof of the ſaid *J.B.* and *E.B.* reſpectively, and of their reſpective Heirs and Aſſigns for ever; *To hold* the ſame Premiſſes unto them the ſaid *J.B.* and *E.B.* and their Heirs, to be equally divided between them as Tenants in Common, and not as Joint-tenants, and to or for no other Uſe, Intent or Purpoſe whatſoever; *And* as to, for and concerning all thoſe the ſaid three ſeveral Meſſuages or Tenements, with their, *&c.* to the Uſe and Behoof of the ſaid *A.B.* and of her Heirs and Aſſigns for ever, and to or for no other Uſe, Intent or Purpoſe whatſoever; *And* as to, for and concerning *All* that the ſaid Meſſuage or Tenement, with, *&c.* and alſo *All* that the ſaid Annuity or annual Rent-Charge of 10 *l.* iſſuing and ariſing out of certain Lands, ſituate, lying and being, *&c.* to the Uſe and Behoof of the ſaid *M.B.* and of her Heirs and Aſſigns for ever, and to or for no other Uſe, Intent or Purpoſe whatſoever. *And* the ſaid *A.B.* for herſelf, her Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *M.B.* *J.B.* *E.B.* and *W.B.* and to and with each and every of them, their and each and every of their Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that ſhe the ſaid *A.B.* hath not at any Time or Times heretofore made, done or committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or wherewith, or by Means whereof the ſaid Meſſuages, Cottage, Lands, Tenements, Rent, Hereditaments and Premiſſes hereby, or mentioned or intended to be hereby granted and releaſed, or any Part or Parcel of the ſame, are, is, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. [The like Covenant from *M. B.* with *A. B. J. B. E. B.* and *W. B.* The like Covenant from *J. B.* with *A. B. M. B. E. B.* and *W. B.* The like Covenant from *E. B.* with *A. B. M. B. J. B.* and *W. B.* The like Covenant from *W. B.* with *A. B. M. B. J. B.* and *E. B.*] *And* the ſaid *A. B. M. B. J. B.* and *E. B.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Acts, Deeds, Heirs, Executors and Adminiſtrators, and not the one for the other, or for the Acts or Deeds of the other, do reſpectively covenant, promiſe, grant and agree to and with the ſaid *W. B.* his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *W. B.* his Heirs and Aſſigns, ſhall or lawfully may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold, poſſeſs and enjoy the ſaid Capital Meſſuage or Tenement, Cottage, Farm, Lands, and all other the Premiſſes herein before limited and aſſigned unto or to the Uſe of him the ſaid *W. B.* and his Heirs, for his Part, Purparty and Partition of the ſaid Premiſſes, free and clear, and diſcharged of and from all other Eſtates, Titles, Intereſts, Charges and Incumbrances whatſoever, had, made, committed, done, or wittingly or willingly ſuffered of or by them the ſaid *A. B. M. B. J. B.* and *E. B.* reſpectively, and without any Let, Suit, Trouble, Diſturbance, Hinderance or Interruption of or by them reſpectively, or their reſpective Heirs or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim by, from or under them reſpectively. [Th like Covenant, *mutatis mutandis*, from *A. B. M. B.* and *W. B.* with *J. B.* and *E. B.* The like Covenant from *M. B. J. B. E. B.* and *W. B.* with *A. B.* The like Covenant from *A. B. J. B. E. B.* and *W. B.* with *M. B.*] *And* the ſaid *A. B. M. B. J. B. E. B.* and *W. B.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Acts, Deeds, Heirs, Executors and Adminiſtrators, and not the one of them for the other, or for the Acts or Deeds of the other, do reſpectively covenant, promiſe and agree to and with the ſaid *S. T.* and *L. M.* their Heirs, Executors and Adminiſtrators, by theſe Preſents, that they the ſaid *A. B. M. B. J. B. E. B.* and *W. B.* reſpectively, and their reſpective Heirs, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate, Right, Title, Truſt or Intereſt in or to the ſaid Meſſuages, Cottage, Lands, Tenements, Annuity or annual Rent, Hereditaments and Premiſſes hereby granted and releaſed by, from or under them reſpectively, ſhall and will from Time to Time and at all Times hereafter, at their own proper Coſts and Charges in the Law, upon the reaſonable Requeſt of the ſaid *S. T.* and *L. M.* their Heirs, Executors or Adminiſtrators, or any of them, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, be it by Fine, Feoffment, Common Recovery or otherwiſe, for the further, better, more perfect and abſolute Granting, Conveying and Aſſuring of the ſaid Meſſuages, Cottage, Lands, Tenements, Annuity and Hereditaments hereby mentioned or intended to be granted and releaſed unto and for the ſeveral Uſes, Intents and Purpoſes herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively, as by the ſaid *S. T.* and *L. M.* their Heirs, Executors or Adminiſtrators, or any of them, or by their or any of their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. *And* it is hereby covenanted, declared and agreed by and between all the ſaid Parties to theſe Preſents, that if it ſhall happen that any or either of the ſaid Parties, his, her or their Heirs or Aſſigns, ſhall be lawfully evicted of his, her or their Part, Purparty or Portion of, in or to the ſaid Premiſſes limited and aſſigned unto or to the Uſe of ſuch Party or Parties as aforeſaid, or any Part thereof, by any Perſon or Perſons lawfully claiming or to claim by, from or under, or in Truſt for the ſaid *V. N.* deceaſed, then and in ſuch Caſe the Party or Parties that ſhall be ſo evicted, his, her or their Heirs and Aſſigns, ſhall be paid and ſatisfied by the other Parties, their Heirs or Aſſigns, ſo much lawful Money as ſhall make the Share and Part of the Party or Parties, his, her or their Heirs or Aſſigns, equal in Value with the Part, Purparty or Portion of the other Party or Parties, his, her or their Heirs and Aſſigns, that ſhall not be ſo evicted; *And alſo* that all Deeds, Evidences and Writings manifeſting the Title of or to each one particular Part only of the ſaid Premiſſes allotted to the ſaid Parties reſpectively, ſhall be delivered to each reſpective Party; and that ſuch Deeds, Evidences and Writings which relate to the Title of the Premiſſes in general, ſhall be depoſited with and remain in the Cuſtody of —— *In Truſt* for all the ſaid Parties, and for the manifeſting their reſpective Titles to the ſaid Premiſſes; and that any of them deſiring the ſame, ſhall and may, upon Requeſt and at their own proper Coſts, have Copies of them or any of them. *In Witneſs*, &c. **H.**

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## *A Deed of Partition by Leaſe and Releaſe, with a Covenant to levy a Fine.*

THIS *Indenture* made, *&c. between A. B.* of, *&c. B. B.* of, *&c. J. P.* of, *&c. C. H.* of, *&c.* and *J. D.* of, *&c.* and *C.* his Wife, of the one Part, and *B. P.* of, *&c.* and *G. D.* of, *&c.* of the other Part. *Whereas* the ſaid *A. B. B. B.* and *J. P.* are ſeiſed in their Demeſne as of Fee-ſimple, as Tenants in Common, of and in three undivided fourth Parts (the whole into four equal Parts to be divided) of and in the Toft or Scite of a Meſſuage, Lands and Premiſſes herein after particularly mentioned; and the ſaid *C. H.* is ſeiſed in his Demeſne as of Fee-ſimple, as Tenant in Common, of and in one undivided fourth Part thereof, ſubject to Redemption upon Payment of the Sum of —— of lawful Money of *Great Britain* by the ſaid *J. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, to the ſaid *C. H.* his Executors, Adminiſtrators or Aſſigns, on ſuch Days and Times, and in ſuch Manner and Form, as is mentioned in a certain Proviſo contained in a certain Indenture of Releaſe tripartite, purporting a Mortgage, and bearing Date, *&c.* and made or mentioned to be made between *J. W.* of, *&c.* of the firſt Part, the ſaid *J. D.* of the ſecond Part, and the ſaid *C. H.* of the third Part; and the ſaid *J. D.* is intitled to the Equity of Redemption thereof: *And whereas* the ſaid Parties are minded and have agreed to make a perpetual Partition, Shift and Diviſion of the Premiſſes in Manner as herein after is expreſſed: *And whereas* the Lands and Premiſſes herein after limited, or intended to be limited, to the Uſe of the ſaid *C. H.*

and his Heirs, ſubject to the Proviſo herein after mentioned, are adjudged and hereby agreed to be of leſs Value than his fourth Part of the Whole of the ſaid Premiſſes herein after particularly mentioned, and hereby agreed and intended to be divided by the Sum or Value of 10 *l.* *And* the ſaid *A. B. B. B.* and *J. P.* have (by the Conſent of the ſaid *C. H.*) agreed to pay to the ſaid *J. D.* the ſaid Sum of 10 *l.* to make up the Premiſſes herein after limited or intended to be limited, to the Uſe of the ſaid *C. H.* ſubject to the Proviſo herein after mentioned, one full and equal fourth Part of the Whole of the ſaid Premiſſes herein after particularly mentioned and intended to be divided: *Now this Indenture witneſſeth,* that to the Intent and Purpoſe, a perpetual Partition, Shift and Diviſion may be had and made between the ſaid *A. B. B. B. J. P. C. H.* and *J. D.* of the Premiſſes herein after mentioned, and that the ſaid *A. B. B. B. J. P. C. H.* and *J. D.* and their Heirs, may for ever hereafter have, hold and enjoy the ſaid Premiſſes in Severalty in ſuch Manner as is herein after mentioned; and alſo for and in Conſideration of the ſaid Sum of 10 *l.* of lawful Money of *Great Britain* to the ſaid *J. D.* in Hand well and truly paid by the ſaid *A. B. B. B.* and *J. P.* (by the Conſent and Approbation of the ſaid *C. H.* teſtified by his being a Party to and Sealing and Delivery hereof) at or before the Enſealing and Delivery hereof, the Receipt whereof (and the ſame to be in full for the Making up the Lands and Premiſſes herein after limited or intended to be limited, to the Uſe of the ſaid *C. H.* and his Heirs, ſubject to the Proviſo herein after mentioned, one equal fourth Part of the Whole of the Premiſſes herein after mentioned, and hereby agreed and intended to be divided) he the ſaid *J. D.* doth hereby acknowledge, and thereof and of and from every Part thereof, doth acquit, releaſe and diſcharge the ſaid *A. B. B. B.* and *J. P.* their Heirs and Aſſigns for ever by theſe Preſents; and alſo for and in Conſideration of the Sum of 5 *s.* a-piece of like lawful Money to them the ſaid *A. B. B. B. J. P. C. H.* and *J. D.* in Hand paid by the ſaid *B. P.* and *G. D.* at or before Enſealing and Delivery of theſe Preſents, the reſpective Receipts whereof are hereby acknowledged, and for divers other good and valuable Cauſes and Conſiderations them the ſaid *A. B. B. B. J. P. C. H.* and *J. D.* hereunto reſpectively moving, they the ſaid *A. B. B. B.* and *J. P.* and the ſaid *C. H.* (at the Requeſt, and by and with the Direction and Appointment of the ſaid *J. D.* teſtified by his being a Party to, and Sealing and Delivery hereof) and alſo the ſaid *J. D. Have*, and each and every of them *Hath*, granted, bargained, ſold, aliened, remiſed, releaſed, ratified and confirmed, and by theſe Preſents *Do*, and each and every of them *Doth*, grant, *&c.* unto the ſaid *B. P.* and *G. H.* (in their actual Poſſeſſion now being, by Force and Virtue of a Bargain and Sale for a Year, *&c.*) and to their Heirs and Aſſigns, *All* that Toft or Scite of, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, *&c.* *To have and to hold* the ſaid Toft or Scite of the ſaid Meſſuage or Tenement, ſeveral Pieces or Parcels of Land, and all and ſingular other the Premiſſes herein before granted and releaſed, or mentioned or intended ſo to be, with their and every of their Appurtenances unto the ſaid *B. P.* and *G. D.* their Heirs and Aſſigns, to the ſeveral Uſes, Intents and Purpoſes herein after mentioned, expreſſed, limited and declared, touching and concerning the ſame, (that is to ſay) *As to*, for, touching or concerning *All* that the aforeſaid Toft or Scite of a Meſſuage, *&c.* with their and every of their Appurtenances, *To* the only proper Uſe and Behoof of them the ſaid *A. B. B. B.* and *J. P.* ſeverally, as Tenants in Common, and not as Joint-tenants, and their ſeveral and reſpective Heirs and Aſſigns for ever, in the following Shares and Proportions, (that is to ſay) *As to* three undivided eighth Parts of the ſaid Toft or Scite of a Meſſuage, Barn, Stable, and ſeveral Pieces or Parcels of Land, and other the Premiſſes herein before limited or intended to be limited, to the Uſe of them the ſaid *A. B. B. B.* and *J. P.* and their Heirs as aforeſaid, the ſame into eight equal Parts to be divided, to the only proper Uſe and Behoof of him the ſaid *A. B.* his Heirs and Aſſigns for ever; *And* as to three other undivided eighth Parts thereof (the ſame into eight equal Parts to be divided) to the only proper Uſe and Behoof of the ſaid *B. B.* his Heirs and Aſſigns for ever: *And* as to the remaining two undivided eighth Parts thereof (the ſame into eight equal Parts to be divided) to the only proper Uſe and Behoof of the ſaid *J. P.* his Heirs and Aſſigns for ever; and to and for none other Uſe, Intent or Purpoſe whatſoever; *And* as to, for, touching and concerning the aforeſaid Piece or Parcel of Land, *&c.* to the only proper Uſe and Behoof of the ſaid *C. H.* his Heirs and Aſſigns for ever. *Provided* always nevertheleſs, and it is hereby mutually covenanted, concluded, declared and agreed upon by and between the ſaid *C. H.* and *J. D.* for themſelves and their reſpective Heirs, Executors, Adminiſtrators and Aſſigns, that if the ſaid *J. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *C. H.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of—— of lawful Money of *Great Britain* in Manner and Form following, that is to ſay, the Sum of —— Part thereof on the —— Day of —— next enſuing the Date of theſe Preſents, and the Sum of —— Reſidue, and in full Payment thereof, at or upon the —— Day of, *&c.* without any Deduction or Abatement whatſoever, according to, and in full Performance and Diſcharge of the ſaid Proviſo firſt herein mentioned, that then and from thenceforth, and at any Time then after, the ſaid *C. H.* his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and will, at the Requeſt, Coſts and Charges of the ſaid *J. D.* his Heirs or Aſſigns, re-convey the aforeſaid Premiſſes herein before limited, to the Uſe of him the ſaid *C. H.* and his Heirs, and every Part thereof, unto and upon ſuch Perſon or Perſons, for ſuch Eſtate or Eſtates, and to and for ſuch Uſe and Uſes, Intents and Purpoſes as the ſaid *J. D.* ſhall by any Deed or Deeds, Writing or Writings, to be by him duly executed in the Preſence of two or more credible Witneſſes, direct or appoint; and for Want of ſuch Direction or Appointment, then to the Uſe and Behoof of him the ſaid *J. D.* his Heirs and Aſſigns for ever, and to and for none other Uſe, Intent or Purpoſe whatſoever. [A Covenant from *C. H.* that *A. B. B. B.* and *J. P.* ſhall quietly enjoy the Premiſſes limited to them as aforeſaid, without any Interruption from him or any claiming under him.—The like Covenant from *J. D.* and the Premiſſes are free from Incumbrances, and for further Aſſurance.] *A. B. B. B.* and *J. P.* covenanted for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors, Adminiſtrators and Aſſigns, and not the one for the other of them, or for the Acts of the other of them, with the ſaid *C. H.* and *J. D.* that the ſaid *C. H.* ſhould quietly enjoy the Premiſſes limited to him as aforeſaid, ſubject to the laſt mention'd Proviſo, free from Incumbrances; and for further Aſſurance, ſubject to the laſt mentioned Proviſo. *And laſtly*, to the Intent and Purpoſe that all Jointures, Dowers, Eſtates-Tail, Reverſion and Reverſions, Remainder and Remainders, had, made, raiſed, created and now in Being, in or upon the ſaid Scite of the Meſſuage, ſeveral Pieces or Parcels of Land, and all and ſingular other the Premiſſes herein before granted and releaſed, or mentioned or intended ſo to be, may be docked, diſcontinued and barred; and that the ſaid Premiſſes may be the better and more effectually ſettled, conveyed and aſſured unto and upon the ſaid Parties, in Manner as herein before is mentioned, they the ſaid *A. B. B. B.* and *J. P.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, and not the one for the other of them, or for the Heirs of the other of them, and the ſaid *J. D.* for himſelf and for the ſaid *C.* his Wife, and for his, her and their Heirs, *Do*, and each of them *Doth*, covenant, grant and agree to and with the ſaid *B. P.* and *G. D.* and their Heirs, by theſe Preſents, in Manner and Form following, (that is to ſay) That they the ſaid *A. B. B. B. J. P. J. D.* and the ſaid *C.* his Wife, and their Heirs, ſhall and will before the End of —— Term next enſuing the Date of theſe Preſents, at the joint and equal Coſts and Charges in the Law of them the ſaid *A. B. B. B. J. P.* and *J. D.* in due Form of Law, acknowledge and levy before his Majeſty's Juſtices of the Court of Common Pleas at *Weſtminſter*, or before ſome other Perſons ſufficiently authorized to take the ſame unto the ſaid *B. P.* and *G. D.* and their Heirs, or to the Heirs of one of them, one or more Fine or Fines, *Sur Cognizance de droit come ceo, &c.* whereupon Proclamations ſhall and may be had and made, according to the Form of the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſes uſed, of the ſaid Scite of the ſaid Meſſuage, and all and ſingular other the Premiſſes herein before mentioned or intended to be hereby granted, and every Part thereof, with their Appurtenances, by ſuch Name or Names, Quantities, Qualities, Number of Acres and other Deſcriptions to aſcertain the ſame, as by the ſaid *B. P.* and *G. D.* their Heirs and Aſſigns, or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required; which ſaid Fine or Fines, ſo as aforeſaid, or in any other Manner or Form to be had and levied, of the ſaid Premiſſes, and all and every other Fine and Fines already had and levied, or hereafter to be had and levied, of the ſaid Premiſſes, by and between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them is or are Parties, ſhall be and enure, and ſhall be adjudged, conſtrued, deemed and taken to be and enure, and the ſame is and are hereby agreed and declared by all the ſaid Parties hereto, to be and enure to and for the ſeveral Uſes, Intents and Purpoſes following, (that is to ſay) *As* to, for, touching and concerning the ſaid Scite of the ſaid Meſſuage, the ſaid ſeveral Pieces or Parcels of Land, and all and ſingular other the Premiſſes herein before limited to the Uſe and Behoof of them the ſaid *A. B. B. B.* and *J. P.* and their Heirs, to the only proper Uſe and Behoof of them the ſaid *A. B. B. B.* and *J. P.* their Heirs and Aſſigns for ever, as Tenants in Common, and not as Jointenants, in the Shares and Proportions aforeſaid; *And* as to, for, touching and concerning the ſaid three ſeveral Pieces or Parcels of Land herein before limited, to the Uſe and Behoof of the ſaid *C. H.* and his Heirs, to the only proper Uſe and Behoof of the ſaid *C. H.* his Heirs and Aſſigns for ever, ſubject to the Proviſo laſt above mentioned. *In Witneſs*, &c.

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# Preſentation.

## *A Preſentation to a Vicarage.*

TO the Right Reverend Father in God *R.* by Divine Permiſſion, Lord Biſhop of *W.* I *A. B.* of, *&c.* the true and undoubted Patron of the perpetual Vicarage of the Pariſh Church of *M.* in the County of *S.* wiſhing Health eternal in Chriſt, *Do* preſent unto your Fatherſhip my beloved in Chriſt *C. D.* Bachelor of Arts, to the perpetual Vicarage of the Pariſh Church of *M.* aforeſaid, in your Dioceſe, now Vacant by the Ceſſion of *O. P.* Clerk, the laſt Incumbent, and in full Right belonging to my Preſention, humbly ſupplicating that you would graciouſly vouchſafe to admit the aforeſaid *C. D.* to the ſaid Vicarage to the ſaid Pariſh Church, to inſtitute and cauſe him to be inducted into the ſaid Vicarage of the ſame Pariſh Church, with all its Rights and Appurtenances belonging to it, and to perform and fulfil all and every Thing which in this Caſe belongs to your Epiſcopal Function. *In Witneſs*, &c.

# Releaſes.

## *A Conveyance by Leaſe and Releaſe.*

Conſideration.

A Bargain and Sale to be inrolled.

Grant.

Leaſe for a Year.

THIS *Indenture* made, &c. between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, *Witneſſeth*, that for and in Conſideration of the Sum of —— of good and lawful Money of *Great Britain*, to the ſaid *A. B.* in Hand well and truly paid by the ſaid *C. D.* at or before the Enſealing and Delivery of theſe Preſents, as and for the abſolute Purchaſe of the Fee-Simple and Inheritance of the Meſſuage, Lands and Hereditaments herein after mentioned, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *C. D.* his Heirs, Executors and Adminiſtrators, and every of them, for ever by theſe Preſents, being the ſame Sum of —— mentioned in a certain Indenture of Bargain and Sale, bearing even Date with theſe Preſents, and made or mentioned to be made between the ſame Parties as are Parties to theſe Preſents, and intended to be inrolled in his Majeſty's High Court of Chancery, he the ſaid *A. B. Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *C. D.* (in his actual Poſſeſſion of the Meſſuage, Lands and Hereditaments herein after mentioned, now being by Virtue of a Bargain and Sale thereof to him made by the ſaid *A. B.* for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, in Conſideration of 5 *s.* and by Force of the Ssatute for transferring of Uſes into Poſſeſſion) and to his Heirs and Aſſigns, *All* that Meſſuage or Tenement, &c. and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of all and ſingular the ſaid hereby releaſed Premiſſes, and every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Benefit, Power, Claim and Demand whatſoever of him the ſaid *A. B.* of, in, to or out of the ſaid hereby granted and releaſed Premiſſes,

Premiſſes, every or any Part or Parcel thereof, together with all Deeds, Writings, Muniments, Charters and Evidences touching or concerning the ſame Premiſſes only, or only any Part thereof, which he the ſaid *A. B.* now hath in his Hands, Cuſtody or Power, or which he can or may procure or obtain without Suit in Law or Equity, and alſo true Copies of all other Deeds, Writings and Evidences, as relate to or concern the Title of the ſaid hereby releaſed Premiſſes jointly with any other Lands and Hereditaments of the ſaid *A. B.* at the Coſts and Charges of the ſaid *C. D.* his Heirs and Aſſigns, to be copied; *To have and to hold* the ſaid Meſſuage, Lands, Hereditaments and Premiſſes herein before mentioned, and hereby bargained, ſold and releaſed, or meant, mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *C. D.* his Heirs and Aſſigns, to the only Uſe and Behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *C. D.* his Heirs and Aſſigns, by theſe Preſents, in Manner and Form following, that is to ſay, That for and notwithſtanding any Act, Matter or Thing by him the ſaid *A. B.* or *B. B.* his late Father deceaſed, done, committed or ſuffered to the contrary, he the ſaid *A. B.* at the Time of the Enſealing and Delivery of theſe Preſents, is and ſtandeth, and ſo, until a good and perfect Eſtate of Inheritance of and in the ſaid Premiſſes ſhall be veſted and ſettled in the ſaid *C. D.* his Heirs and Aſſigns for ever, by the Execution of theſe Preſents, ſhall be and ſtand lawfully and rightfully ſeiſed of and in all the ſaid Meſſuage, Lands, Hereditaments and Premiſſes herein before mentioned or intended to be by him the ſaid *A. B.* hereby granted and releaſed, and every Part and Parcel thereof, with the Appurtenances, of a good, ſure, perfect, abſolute and indefeazable Eſtate of Inheritance in Fee-Simple, to the Uſe of him and his Heirs, without any Condition, Truſt, Power of Revocation, or Limitation of Uſe or Eſtate, or any other Matter, Cauſe or Thing whatſoever, to alter, change, charge, determine, incumber, defeat or evict the ſame Eſtate; *And* that for and notwithſtanding any ſuch Act, Matter or Thing done or committed as aforeſaid, he the ſaid *A. B.* now hath in himſelf good Right, full Power, and lawful and abſolute Authority to grant and releaſe all and ſingular the Premiſſes herein before mentioned and intended to be hereby conveyed, and

Habendum.

Vendor covenants that notwithſtanding any Act by him or his Father done, he is lawfully ſeiſed.

Power to grant.

For quiet Enjoyment.

Free from Incumbrances.

For further Aſſurance.

and every Part and Parcel thereof, with their and every of their Appurtenances, unto and to the Uſe of the ſaid *C. D.* his Heirs and Aſſigns for ever, according to the true Intent and Meaning of theſe Preſents; *And alſo* that he the ſaid *C. D.* his Heirs and Aſſigns ſhall and lawfully may from Time to Time, and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Premiſſes herein before mentioned, or intended to be hereby granted and releaſed, and every Part and Parcel thereof, with their and every of their Appurtenances, and to receive, have, take and enjoy all and ſingular the Rents, Iſſues and Profits of them and every of them, to his and their own Uſe and Uſes for ever, without any Let, Suit, Trouble, Expulſion, Diſturbance, Claim or Demand whatſoever of or by the ſaid *A. B.* his Heirs or Aſſigns, or any other Perſon or Perſons claiming or to claim any Eſtate, Right or Intereſt in the ſaid Premiſſes, or any Part thereof, by, from or under him, them or either of them, his, their or either of their Acts, Right, Title, Intereſt, Privity, Conſent or Procurement; *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Mortgages, Statutes, Recognizances, Debts to the King's Majeſty, Debts upon Record, Judgments, Extents, Executions, Annuities, Rents-Charge, Rents-Seck, Arrearages of Rent, Jointures, Dowers, Right and Title of Dower, Uſes, Wills, Entails, Fines, Poſt-Fines, Iſſues, Amerciaments, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, done or ſuffered by the ſaid *A. B.* or by any other Perſon or Perſons whatſoever lawfully claiming or to claim by, from or under him or the ſaid *B. B.* deceaſed; *And* that the ſaid *A. B.* his Heirs and Aſſigns, and all and every other Perſon and Perſons now having or lawfully claiming, or which ſhall or may have or claim any Manner of Eſtate, Right, Title or Intereſt in, unto or out of the ſaid Premiſſes herein before mentioned and intended to be hereby granted and releaſed, or any Part thereof, by, from or under him, them or any of them, ſhall and will from Time to Time and at all Times hereafter, within the Space of ten Years next enſuing the Date of theſe Preſents, at the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *C. D.* his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other Act and Acts, Thing and Things, Device and Devices, Aſſurance and Aſſurances in the Law whatſoever, for the further, better and more perfect and abſolute Conveying, Aſſuring, Ratifying and Confirming of all and ſingular the Premiſſes herein before mentioned and intended to be hereby conveyed, with the Appurtenances, unto the ſaid *C. D.* his Heirs and Aſſigns for ever, be it by Fine or Fines, Recovery or Recoveries, with ſingle, double or treble Voucher or Vouchers, Feoffment, Releaſe, Deed or Deeds inrolled or not inrolled, or by all or any of thoſe Ways and Means, or by any other lawful or reaſonable Ways or Means whatſoever, and in ſuch Manner as by the ſaid *C. D.* his Heirs or Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſonably deviſed or adviſed and required; provided and ſo as all ſuch further Aſſurances required by theſe Preſents, contain in them no further or other Warranty or Covenants than are on the Behalf of the Parties contained in theſe Preſents, and ſo as the Party or Parties, that by Force of theſe Preſents are to make ſuch further Aſſurance or Aſſurances, be not compelled or compellable to travel above the Space of ten Miles from his, her or their reſpective Places of Abode for the making and doing of the ſame. *And* it is hereby declared and agreed by and between all and every the ſaid Parties to theſe Preſents, that all and every Fine and Fines, Common Recovery and Common Recoveries, or other Conveyances and Aſſurances in the Law whatſoever, either already had, made, levied, acknowledged, executed or ſuffered, or hereafter to be had, made, levied, acknowledged, executed or ſuffered of the ſaid Meſſuage, Lands, Hereditaments and Premiſſes herein before mentioned and intended to be hereby conveyed, or any Part or Parcel thereof, by or between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them are, is or ſhall be Party or Parties, ſhall be and enure, and were, are and ſhall be intended, and ſhall be conſtrued, deemed and taken to be and enure, and is and are hereby declared to have been, at the Time of the levying, ſuffering, making or executing thereof, meant and intended to be and enure to the only proper Uſe and Behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. *In Witneſs* whereof the ſaid Parties to theſe

A Declaration that all Fines, &c. ſhall enure to the Uſe of the Vendee.

theſe Preſents have hereunto interchangeably ſet their Hands and Seals the Day and Year firſt above written.

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## *A Conveyance by Leaſe and Releaſe by a Man and his Wife, with a Covenant to levy a Fine and a Grant of an Annuity of* 3 l. *a Year to ſecure the Eſtate purchaſed from the Payment of* 3 l. *a Year, charged by Will to the Poor of a Pariſh.*

THIS *Indenture* made, *&c.* between *R. W.* of, *&c.* and *E.* his Wife, of the one Part, and *J. D.* of, *&c.* of the other Part, *Witneſſeth*, That for and in Conſideration of the Sum of 400 *l.* of lawful Money of *Great Britain*, to the ſaid *R. W.* by the ſaid *J. D.* at or before the Enſealing and Delivery of theſe Preſents, well and truly in Hand paid, in full for the abſolute Purchaſe of the Lands and Tenements herein after mentioned to be hereby granted and releaſed, freed and diſcharged of and from the 3 *l. per Annum* herein after mentioned to be charged thereon, among other Things, the Receipt whereof he the ſaid *R. W.* doth hereby acknowledge, and thereof and of every Part and Parcel thereof, doth acquit, releaſe, exonerate and diſcharge the ſaid *J. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents, they the ſaid *R. W.* and *E.* his Wife, *Have*, and each of them *Hath*, granted, bargained, ſold, aliened, remiſed, releaſed and confirmed, and by theſe Preſents *Do*, and each of them *Doth*, grant, bargain, ſell, alien, remiſe, releaſe and confirm unto the ſaid *J. D.* (in his actual Poſſeſſion of the Lands, Tenements and Hereditaments herein after mentioned, now being by Virtue of a Bargain and Sale to him thereof made by the ſaid *R. W.* for one whole Year by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, in Conſideration of 5 *s.* and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to his Heirs and Aſſigns, *All* that Cloſe of, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of all and ſingular the Premiſſes aforeſaid, with the Apurtenances; and alſo all the Eſtate, Right, Intereſt, Truſt, Property, Claim and Demand whatſoever of them the ſaid *R. W.* and *E.* his Wife, and of either

Conſideration.

Grant.

of them, of, in, to or out of the ſaid Lands, Tenements and Hereditaments, every or any Part or Parcel thereof; and all Deeds, Writings and Evidences touching or concerning the ſame Premiſſes only, or only any Part thereof, which he the ſaid *R. W.* now hath in his Hands, Cuſtody or Power, or which he can or may procure or obtain, without Suit in Law or Equity, and true Copies of all ſuch other Deeds as relate to or concern the Title of the ſaid bargained Lands and Premiſſes, together with any other Lands, Tenements and Hereditaments; ſuch Copies to be made out and tranſcribed, at the proper Coſts and Charges of the ſaid *J. D.* his Heirs or Aſſigns; *To have and to hold* the ſaid ſeveral Cloſes, Pieces and Parcels of Land and Ground and Premiſſes, with their and every of their Rights, Members and Appurtenances, unto the ſaid *J. D.* his Heirs and Aſſigns, to the only Uſe and Behoof of the ſaid *J. D.* his Heirs and Aſſigns for ever. *And* for the better Aſſuring and Conveying of the ſaid ſeveral Cloſes, Pieces and Parcels of Land and Ground and Premiſſes unto the ſaid *J. D.* his Heirs and Aſſigns, he the ſaid *R. W.* doth by theſe Preſents for himſelf, his Heirs and Aſſigns, and for the ſaid *E.* his Wife, covenant and grant to and with the ſaid *J. D.* his Heirs and Aſſigns, that they the ſaid *R. W.* and *E.* his Wife, ſhall and will at the Coſts and Charges of the ſaid *J. D.* or his Heirs, on this Side, and before the End of —— Term, next enſuing the Date hereof, acknowledge and levy, or cauſe and procure to be acknowledged in due Form of Law, in his Majeſty's Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *ſur Conuzance de droit come ceo, &c.* unto the ſaid *J. D.* and his Heirs (*inter alia*) of all and ſingular the ſaid Cloſes, Pieces and Parcels of Land and Ground and Premiſſes, with their and every of their Rights, Members and Appurtenances, by ſuch apt and convenient Name and Names, Deſcriptions, Contents, Numbers of Acres and other Certainties and Things, as in that Behalf ſhall be thought proper and fit to comprehend and comprize the ſame, whereupon Proclamation ſhall and may be had and made, according to the uſual Courſe of Fines with Proclamations for Aſſurance of Lands in ſuch Caſes uſed, and the Form of the Statute in that Behalf provided. *And* it is hereby declared by and between all the ſaid Parties, that the ſaid Fine or Fines ſo as aforeſaid, or in any other Manner or Sort to be acknowledged or levied, and all and every other Fine or Fines hereto had and levied, or hereafter to be had, acknowledged,

Habendum.

Vendor covenants that he and his Wife will levy a Fine.

Declaration that the Fine, &c. ſhall enure to the Uſe of the Purchaſor.

knowledged, levied or executed by or between the ſaid Parties to theſe Preſents, or any of them, of the ſaid Cloſes, Pieces and Parcels of Land and Ground and Premiſſes, or any Part thereof, either alone or together with other Lands or Tenements, ſhall be and enure, and is and are, and was and were meant and intended, and ſo by all and every the ſaid Parties to theſe Preſents is and are hereby declared and agreed to have been and to be and enure, as to the Premiſſes mentioned to be hereby granted and releaſed, with the Appurtenances, to the Uſe and Behoof of the ſaid *J. D.* his Heirs and Aſſigns for ever, and to and for none other Uſe, Intent or Purpoſe whatſoever.

Vendor covenants, that notwithſtanding any Act done by him or his Wife, they or one of them is lawfully ſeiſed.

*And* the ſaid *R. W.* doth by theſe Preſents, for himſelf and his Heirs, covenant and grant to and with the ſaid *J. D.* his Heirs and Aſſigns, in Manner and Form following, (that is to ſay) That for and notwithſtanding any Act, Matter or Thing by him the ſaid *R. W.* or by the ſaid *E.* his Wife, or by any of the Anceſtors of the ſaid *R. W.* committed, ſuffered or done to the contrary, he the ſaid *R. W.* and *E.* his Wife, on the Day of the Date of theſe Preſents, and at the Time of the Sealing and Delivery hereof, do ſtand and are, or one of them doth ſtand and is lawfully and abſolutely ſeiſed of and in all the ſaid Cloſes, Pieces and Parcels of Land and Ground and Premiſſes herein before mentioned to be releaſed, with their and every of their Rights, Members and Appurtenances, of a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-Tail in Poſſeſſion, with Remainder to them or one of them in Fee-Simple, without any Manner of Condition, Uſe, Will, Truſt or other Limitation, Matter or Thing whatſoever, to alter, change, charge or defeat the ſame;

Right to convey.

*And* (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) have in themſelves, or one of them hath in him or herſelf, good Right, full Power, lawful and abſolute Authority to grant, releaſe, convey and aſſure the ſame and every Part thereof, unto, and to the Uſe of the ſaid *J. D.* his Heirs and Aſſigns for ever;

For quiet Enjoyment.

*And alſo*, that for and notwithſtanding any ſuch Act and Acts, Matter or Thing as aforeſaid, it ſhall and may be lawful to and for the ſaid *J. D.* his Heirs and Aſſigns, from Time to Time and at all Times for ever hereafter, peaceably and quietly to have, hold, occupy, poſſeſs and enjoy all the ſaid Cloſes, Pieces and Parcels of Land and Ground and Premiſſes herein before mentioned to be releaſed, with their and every of their Rights, Members and Appurtenances, without the Let, Suit, Trouble, Interruption or Eviction of them the ſaid *R. W.* and *E.* his Wife, or either of them, their or either of their Heirs or Aſſigns, or any other Perſon or Perſons whatſoever, lawfully claiming or to claim the ſame or any Part thereof, by, from or under him, them, any or either of them, or from, by or under any of the Anceſtors of the ſaid *R. W.* freed and acquitted and diſcharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, and namely the Jointure or Dower of the ſaid *E.* now Wife of the ſaid *R. W.* Statutes, Recognizances, Judgments, Executions, Fines, Iſſues and Amerciaments, Rents and Arrearages of Rents, and from all other Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, ſuffered or done by the ſaid *R. W.* and *E.* his Wife, or either of them, or any of the Anceſtors of the ſaid *R. W.* One Leaſe, bearing Date, *&c.* and made between the ſaid *R. W.* of the one Part, and *T. R.* of, *&c.* of the other Part, only excepted; *And alſo*, that he the ſaid *R. W.* and *E.* his Wife, and his and their Heirs, and all and every other Perſon and Perſons whatſoever, now having or lawfully claiming, or which at any Time hereafter ſhall or may have or lawfully claim any Eſtate, Right, Title, Uſe or Intereſt of, in, to or out of the ſaid Cloſes, Pieces or Parcels of Land and Ground and Premiſſes, or of, in, to or out of any Part or Parcel thereof, by, from or under him, her or any of them, ſhall and will from Time to Time and at all Times hereafter, at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *J. D.* his Heirs or Aſſigns, make, do, acknowledge, levy, execute and ſuffer, or cauſe and procure to be made, done, acknowledged, levied, executed and ſuffered, all and every ſuch further and other Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect, Aſſuring, Sure-making, Conveying and Confirming *All* the ſaid Cloſes, Pieces and Parcels of Land and Ground and Premiſſes, with their and every of their Rights, Members and Appurtenances, unto and to the Uſe of the ſaid *J. D.* his Heirs and Aſſigns for ever, be the ſame by Fine, Recovery, Releaſe, Deed inrolled or otherwiſe howſoever, as by the ſaid *J. D.* his Heirs or Aſſigns, or by his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed and required; ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants, than againſt the

Free from Incumbrances.

Except a Leaſe.

For further Aſſurance.

the Perſon or Perſons, his, her or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable for making or doing thereof, to go or travel from his or their own reſpective Places of Abode or Dwellings. *And whereas* by the laſt Will and Teſtament of *A. W.* deceaſed, dated, *&c.* the ſeveral Lands and Tenements above mentioned to be hereby granted and releaſed, together with other Lands and Tenements late of him the ſaid *A. W.* were charged with the Payment of 3 *l.* a Year for ever to the Poor of the Pariſh of *S. And* it is agreed and intended by all the Parties to theſe Preſents, that the ſaid Lands and Tenements herein above mentioned and intended to be hereby granted and releaſed, ſhould be freed and diſcharged of and from the Payment of the ſaid 3 *l.* a Year: *Now this Indenture further Witneſſeth,* That *All* that Meſſuage or Tenement and Garden thereunto belonging, ſituate, ſtanding and being in the ſaid Pariſh of *S.* in the County of *M.* and in the Tenure or Occupation of *J. T.* his Aſſigns or Under-tenants, comprized and included in the ſaid Fine herein above covenanted and agreed to be levied as aforeſaid, is only intended to be a Security to the ſaid *J. D.* his Heirs and Aſſigns, for ſecuring and indemnifying the ſaid Lands and Tenements above mentioned to be by him purchaſed, from the Payment of the ſaid firſt mentioned Sum of 3 *l.* a Year to the Poor of the Pariſh of *S. And* therefore, as to the ſaid Meſſuage or Tenement and Garden thereunto belonging, ſituate in the ſaid Pariſh of *S.* in the Occupation of the ſaid *J. T.* comprized and included in the ſaid Fine, it is hereby agreed, and the ſaid Parties to theſe Preſents do hereby declare, that the ſaid Fine, as to the ſaid Meſſuage or Tenement and Garden thereto belonging, ſituate in the ſaid Pariſh of *S.* in the Occupation of the ſaid *J. T.* is and ſhall be and enure to ſecure the Payment of the ſaid Sum of 3 *l.* a Year to the ſaid Poor of the Pariſh of *S.* for ever. *And* the ſaid *R. W.* and *E.* his Wife have given, granted and confirmed, and by theſe Preſents *Do* give, grant and confirm unto the ſaid *J. D.* his Heirs and Aſſigns, one Annuity or yearly Rent of 3 *l.* to be iſſuing out of *All* the ſaid Meſſuage or Tenement and Garden thereto belonging, ſituate in the ſaid Pariſh of *S.* in the Occupation of the ſaid *J. T. To have,* hold, receive, perceive and take the ſaid Annuity or yearly Rent-Charge of 3 *l.* to the ſaid

Recital that the Lands and Tenements hereby ſold (with others) are charged with the Payment of 3 l. a Year for ever to the Poor of the Pariſh of *S.* and it is agreed that the Lands and Tenements hereby ſold, ſhall be diſcharged from the Payment of the 3 l. a Year.

A Meſſuage and Garden comprized in the Fine, is only to be a Security to the Vendee for indemnifying the Lands by him purchaſed, from the Payment of the ſaid 3 l. a Year.

A Grant of an Annuity of 3 l. a Year to be iſſuing out of the ſaid Meſſuage and Garden.

*J. D.* his Heirs and Aſſigns for ever. *Provided* nevertheleſs, and it is hereby declared, that the ſaid Annuity or Rent-Charge hereby granted, is only intended to be and remain as a Security to the ſaid *J. D.* his Heirs and Aſſigns, againſt the Payment of the ſaid firſt mentioned Sum of 3 *l.* a Year out of the ſaid Lands and Tenements by him purchaſed, and above hereby conveyed; but is not to be made Uſe of, unleſs at any Time or Times hereafter the ſaid firſt mentioned Sum of 3 *l.* a Year ſhall be charged and levied upon the ſaid Lands and Tenements above by him purchaſed as aforeſaid; and in Caſe the ſaid firſt mentioned Annuity or Rent-Charge of 3 *l.* or any Part thereof, ſhall at any Time hereafter be charged or levied upon the Lands and Tenements purchaſed as aforeſaid, by the ſaid *J. D.* then and in ſuch Caſe it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *J. D.* his Heirs and Aſſigns, into all and ſingular the ſaid Meſſuage or Tenement and Garden thereto belonging, in the ſaid Pariſh of S. in the Occupation of the ſaid *J. T.* or into any Part thereof to enter and diſtrain for the ſaid Annuity or yearly Rent of 3 *l.* hereby granted; and alſo for all Arrearages thereof, and the Diſtreſs and Diſtreſſes ſo taken to lead, drive and carry away, and the ſame to detain and keep until the ſaid *J. D.* his Heirs and Aſſigns, of the ſame Annuity or yearly Rent of 3 *l.* and of the Arrearages thereof, and of every Part and Parcel thereof, together with his Coſts and Charges in that Behalf ſuſtained, ſhall be fully ſatisfied and paid, according to the true Intent and Meaning of theſe Preſents. *In Witneſs*, &c.

Which is only intended as a Security to the Vendee againſt the Payment of the firſt mentioned 3 l. a Year.

H.

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## *A Conveyance by Leaſe and Releaſe by a Mortgagee and a Mortgagor and his Wife, with a Covenant to levy a Fine.*

THIS *Indenture Tripartite* made, *&c.* between *P. W.* of, *&c.* of the firſt Part, *J. M.* of, *&c.* and *E.* his Wife of the ſecond Part, and *J. D.* of, *&c.* of the third Part. *Whereas* by Indentures of Leaſe and Releaſe, bearing Date reſpectively the, *&c.* and made or mentioned to be made between the ſaid

Recital of a Mortgage in Fee.

ſaid *J. M.* of the one Part, and the ſaid *P. W.* of the other Part, he the ſaid *J. M.* in Conſideration of the Sum of 1000 *l.* of lawful Money of *Great Britain* to him in Hand paid by the ſaid *P. W.* *Did* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *P. W.* *All* that the Manor or Lordſhip of, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the Premiſſes thereby granted, bargained, ſold and releaſed, or meant, mentioned or intended ſo to be, and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *J. M.* out of, in and to the ſame Premiſſes, and every Part and Parcel thereof; *To hold* to the ſaid *P. W.* and his Heirs, to the Uſe of him, his Heirs and Aſſigns for ever; *ſubject* nevertheleſs to a certain Proviſo or Condition therein contained for Redemption thereof, upon Payment of the Sum of 1025 *l.* of lawful Money of *Great Britain*, at the Day or Time therein limited or appointed for Payment thereof, as by the ſaid recited Indentures of Leaſe and Releaſe, Relation being thereunto had, may more fully and at large appear: *And whereas* the ſaid *P. W.* did afterwards advance and lend unto the ſaid *J. M.* the further Sum of 1000 *l.* of lawful Money of *Great Britain*; *And* by a certain Writing or Indorſement, bearing Date, *&c.* and indorſed or written on the Back of the ſaid above recited Indenture of Releaſe, and the ſaid *J. M.* for and in Conſideration of the ſaid 1000 *l.* ſo advanced and lent to him as aforeſaid, has charged all and ſingular the Manor or Lordſhip, Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, with the Payment thereof, with Intereſt after the Rate of —— *per Cent.* *And whereas* all Intereſt for the ſaid two ſeveral Sums of 1000 *l.* and 1000 *l.* is paid to the Day of the Date hereof: *And whereas* the ſaid *J. D.* hath contracted and agreed with the ſaid *J. M.* for the abſolute Purchaſe of all and ſingular the ſaid Manor or Lordſhip, Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, and all other the Lands and Tenements of the ſaid *J. M.* which were formerly the Eſtate of —— for the Price or Sum of 5000 *l.* *Now this Indenture witneſſeth*, that for and in Conſideration of the ſaid Sum of 2000 *l.* of good and lawful Money of *Great Britain* to the ſaid *P. W.* and of 3000 *l.* of like lawful Money to the ſaid *J. M.* and making together 5000 *l.* at and before the

Of more Money lent and ſecured by Indorſement on the Mortgage.

Agreement to purchaſe.

Conſideration.

the Enſealing and Delivery of theſe Preſents, well and truly in Hand paid, the Receipt of which ſaid ſeveral Sums of 2000 *l.* and 3000 *l.* they the ſaid *P. W.* and *J. M.* do hereby ſeverally confeſs and acknowledge, and thereof and of every Part and Parcel thereof, *Do* hereby ſeverally and reſpectively acquit, exonerate, releaſe and diſcharge the ſaid *J. D.* his Heirs, Executors and Adminiſtrators, and every of them, for ever by theſe Preſents, he the ſaid *P. W.* (by the ſpecial Order, Direction and Appointment of the ſaid *J. M.* teſtified by his being a Party to, and Signing and Sealing of theſe Preſents) and the ſaid *J. M.* and *E.* his Wife *Have*, and each and every of them *Hath* granted, bargained, ſold, aliened, remiſed, releaſed and confirmed, and by theſe Preſents *Do*, and each and every of them *Doth* grant, bargain, ſell, alien, remiſe, releaſe and confirm unto the ſaid *J. D.* (in his actual Poſſeſſion now being by Virtue of a Bargain and Sale thereof to him made by the ſaid *P. W.* for 5 *s.* Conſideration, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to his Heirs, *All* that the Manor or Lordſhip of *H.* with the Rights, Members and Appurtenances thereof; *And alſo* all that Capital Meſſuage and Farm, with the Lands, Tenements, Hereditaments and Premiſſes thereto belonging, and all other the Meſſuages, Lands, Tenements and Hereditaments of him the ſaid *J. M.* before mentioned, to be comprized in the ſaid above recited Indentures of Leaſe and Releaſe, together with all and ſingular the Profits, Commodities, Emoluments and Advantages whatſoever to the ſaid Manor or Lordſhip, Meſſuages, Farms, Lands and Premiſſes belonging or appertaining, or therewith uſed, occupied or enjoyed, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the Premiſſes, and all the Eſtate, Right, Title, Intereſt, Property, Equity of Redemption, Claim and Demand whatſoever, both in Law and Equity, of them the ſaid *J. M.* and *P. W.* and each of them, out of, in and to the ſame Premiſſes, and every Part and Parcel thereof; *To have and to hold* the ſaid Manor or Lordſhip, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned ſo to be, with their and every of their Appurtenances, unto the ſaid *J. D.* his Heirs and Aſſigns, to the Uſe of him the ſaid *J. D.* his Heirs and Aſſigns for ever. *And* for the better and more perfect Conveying

Grant.

Parcels.

Habendum.

Vendor covenants that he and his Wife will levy a Fine.

Conveying and Aſſuring of the ſaid Manor or Lordſhip, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes above mentioned, the ſaid *J. M.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to the ſaid *J. D.* his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *J. M.* and *E.* his Wife ſhall and will before the End of this preſent —— Term, at the proper Coſts and Charges in the Law of him the ſaid *J. D.* acknowledge and levy, or cauſe and procure to be acknowledged and levied in due Form of Law, before the Juſtices of his Majeſty's Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *Sur Conuzance de droit come ceo*, &c. with Proclamations thereupon to be had and proſecuted, according to the Form of the Statute in that Caeſ made and provided, and the uſual Courſe of Fines for Aſſurances of Lands in ſuch Caſes uſed, unto the ſaid *J. D.* and his Heirs, of the ſaid Manor or Lordſhip, Capital Meſſuage and Farm, with the Lands, Tenements, Hereditaments and Premiſſes herein before releaſed and confirmed, or mentioned ſo to be, together with the Rights, Members and Profits, Commodities, Emoluments and Appurtenances, to the ſaid Manor or Lordſhip, Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes belonging or in any wiſe appertaining, by ſuch apt and convenient Name and Names, Quantities, Qualities and other Deſcriptions, and in ſuch Sort, Manner and Form as by the ſaid *J. D.* his Heirs or Aſſigns ſhall be thought moſt fit and proper to aſcertain and deſcribe the ſame. *And* it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, for them and their reſpective Heirs, that the ſaid Fine or Fines, ſo as aforeſaid, or in any other Manner, or at any other Time or Times to be had and levied, and all and every other Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever already had, made, levied, executed or ſuffered, or hereafter to be had, made, levied, executed or ſuffered of and concerning the ſaid Manor or Lordſhip, Meſſuage, Farms, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, or any or either of them, ſhall be and enure, and ſhall be conſtrued, adjudged, deemed and taken to be and enure, and are hereby declared to have been, at the Time of levying, making or executing thereof, meant and intended to be and enure; *To the only Uſe* and Behoof of the ſaid *J. D.* his Heirs and Aſſigns for ever, and to and for none other Uſe,

Declaration that the Fine, &c. ſhall enure to the Uſe of the Purchaſer.

Uſe, Intent or Purpoſe whatſoever. *And* the ſaid *J. M.* doth hereby, for himſelf, his Heirs and Aſſigns, covenant, grant and agree to and with the ſaid *J. D.* his Heirs and Aſſigns, in Manner following, (that is to ſay) That for and notwithſtanding any Act, Matter or Thing by the ſaid *J. M.* done, or wittingly or willingly ſuffered to the contrary, they the ſaid *J. M.* and *P. W.* or one of them, is or are at the Time of the Sealing and Delivery of theſe Preſents lawfully, rightfully and abſolutely ſeiſed of a good, ſure, perfect and abſolute Eſtate of Inheritance in Fee-Simple of and in the ſaid Manor or Lordſhip, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby releaſed and confirmed, or mentioned ſo to be, with their and every of their Appurtenances, without any Condition, Limitation, Power of Revocation, Truſt, contingent Uſe or Uſes, or any other Reſtraint, Matter or Thing, to defeat, determine, alter, charge or incumber the ſame Eſtate; *And* that they the ſaid *J. M.* and *P. W.* or one of them, now hath or have in himſelf or themſelves good Right, full Power, lawful and abſolute Authority to grant, releaſe and confirm the ſaid Manor or Lordſhip, Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances herein before mentioned to be granted, releaſed and confirmed unto the ſaid *J. D.* his Heirs and Aſſigns, in Manner and Form aforeſaid, according to the true Intent and Meaning of theſe Preſents: *And further*, that it ſhall and may be lawful to and for the ſaid *J. D.* his Heirs and Aſſigns, from Time to Time and at all Times hereafter, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Manor or Lordſhip, Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes above hereby granted, releaſed and confirmed, or mentioned ſo to be, with their and every of their Rights, Members, Privileges and Appurtenances, and every Part and Parcel thereof; *And alſo* to receive and take the Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, to and for his and their own proper Uſe and Benefit, without any lawful Let, Suit, Trouble, Moleſtation, Eviction, Ejection or Denial whatſoever of or from him the ſaid *J. M.* his Heirs or Aſſigns, or any of them, or any other Perſon or Perſons whatſoever lawfully claiming or to claim by, from or under, or in Truſt for him the ſaid *J. M.* his Heirs or Aſſigns; *And alſo* free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all and all Manner of former

Vendor covenants, that notwithſtanding any Act done by him, he and the Mortgagee, or one of them, is lawfully ſeiſed.

Power to grant.

For quiet Enjoyment.

Free from Incumbrances.

and other Gifts, Grants, Bargains, Sales, Jointures, Dowers, Mortgages, Leaſes, Entails, Eſtates, Rights, Rents, Arrearages of Rents, Iſſues, Fines, Poſt-Fines, Amerciaments, Judgments, Extents, Recognizances, Statutes Merchant and of the Staple, Decrees, Forfeitures, Sequeſtrations, Executions, and of and from all other Titles, Debts, Charges and Incumbrances whatſoever made, done, committed and ſuffered by him the ſaid *J. M.* *And moreover* that he the ſaid *J. M.* his Heirs and Aſſigns, and all and every other Perſon or Perſons whatſoever lawfully claiming or to claim any Eſtate of, in, to or out of the ſaid Manor or Lordſhip, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby releaſed and confirmed, or mentioned ſo to be, or any Part thereof, by, from or under him, ſhall and will at any Time or Times, within the Space of ten Years next enſuing the Day of the Date of theſe Preſents, at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *J. D.* his Heirs or Aſſigns, make, do, acknowledge, levy, execute and ſuffer, or cauſe and procure to be made, done, acknowledged, levied, executed and ſuffered, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances whatſoever, for the further, better and more perfect Aſſuring, Granting and Conveying of all and ſingular the ſaid Manor or Lordſhip, Meſſuage, Farms, Lands, Tenements, Hereditaments and Premiſſes hereby granted, releaſed and confirmed, or mentioned ſo to be, with their and every of their Appurtenances, unto and to the Uſe of the ſaid *J. D.* his Heirs and Aſſigns, according to the true Intent and Meaning of theſe Preſents, as by the ſaid *J. D.* his Heirs or Aſſigns, or by his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required, ſo as the ſame contain or imply no further Warranty or Covenant for Warranty than againſt the Perſon or Perſons required to execute the ſame, and his or her Heirs, Acts and Deeds reſpectively, and ſo as the Perſon or Perſons required to make the ſame be not compelled or compellable to travel above the Diſtance of ten Miles from his, her or their Place or Places of Abode reſpectively for the making and doing thereof. *And laſtly,* the ſaid *P. W.* for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, doth covenant, promiſe and agree to and with the ſaid *J. D.* his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *P. W.* hath not made, done, committed, or wittingly or willingly

For further Aſſurance.

The Mortgagee covenants that he hath not done any Act to incumber.

willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Reaſon or Means whereof the ſaid Manor or Lordſhip, Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes, or any of them, is, are or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. *In Witneſs*, &c. W.

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## *A Conveyance by Leaſe and Releaſe to one Perſon, in Truſt for another.*

Conſideration.

Grant.

THIS *Indenture tripartite*, made, *&c.* between *M. P.* of, *&c.* Widow, one of the Daughters and Coheirs of *F. P.* late of, *&c.* deceaſed, and alſo Siſter and Heir and reſiduary Deviſee of *W. P.* late of, *&c.* deceaſed, of the firſt Part, *A. G.* of, *&c.* of the ſecond Part, and *J. M.* of, *&c.* of the third Part, *Witneſſeth*, That for and in Conſideration of the Sum of 2000 *l.* of lawful Money of *Great Britain* to the ſaid *M. P.* or by her Order and Direction by the ſaid *A. G.* at or before the Enſealing and Delivery of theſe Preſents, well and truly paid, and alſo in Conſideration of 5 *s.* of like Money to her paid by the ſaid *J. M.* at or before Enſealing and Delivery of theſe Preſents, the ſeveral Receipts of which ſaid Sums of 2000 *l.* and 5 *s.* the ſaid *M. P.* doth hereby acknowledge, and thereof and of every Part and Parcel thereof doth acquit, releaſe, exonerate and diſcharge the ſaid *A. G.* and *J. M.* and each of them, their and each of their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents, ſhe the ſaid *M. P. Hath* granted, bargained, ſold, aliened, remiſed, releaſed and confirmed, and by theſe Preſents *Doth*, at the Nomination of the ſaid *A. G.* teſtified by his being made a Party to theſe Preſents, and his Signing and Executing the ſame, grant, bargain, ſell, alien, remiſe, releaſe and confirm unto the ſaid *J. M.* (in his actual Poſſeſſion of the Manor, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, now being by Virtue of a Bargain and Sale thereof to him made by the ſaid *M. P.* for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, in Conſideration of 5 *s.* to her paid by the ſaid *J. M.* and by Force of the Statute for transferring of Uſes into Poſ-

ſeſſion)

Parcels.

ſeſſion) and to his Heirs and Aſſigns, *All* that the Manor of, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Benefit, Property, Claim and Demand whatſoever of her the ſaid *M. P.* of, in, to or out of the ſame Premiſſes, and every Part and Parcel thereof; *To have and to hold* the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes whatſoever, with their and every of their Appurtenances, unto the ſaid *J. M.* his Heirs and Aſſigns, to the Uſe and Behoof the ſaid *J. M.* his Heirs and Aſſigns for ever; *In Truſt* nevertheleſs, and for the only Benefit of the ſaid *A. G.* his Heirs and Aſſigns. *And* the ſaid *M. P.* doth by theſe Preſents, for herſelf and her Heirs, Covenant and grant to and with the ſaid *J. M.* his Heirs and Aſſigns, in Manner and Form following, (that is to ſay) That ſhe the ſaid *M. P.* on the Day of the Date of theſe Preſents, and at the Time of Sealing and Delivery hereof, doth ſtand lawfully and abſolutely ſeiſed of and in all the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be releaſed, with their and every of their Rights, Members and Appurtenances, of a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, without any Manner of Condition, Uſe, Will, Truſt or other Limitation, Matter or Thing whatſoever, to alter, change, charge or defeat the ſame; *And alſo*, that ſhe the ſaid *M. P.* hath in herſelf good Right, full Power, lawful and abſolute Authority to grant, releaſe, convey and aſſure the ſame and every Part thereof, unto and to the Uſe of the ſaid *J. M.* his Heirs and Aſſigns for ever; *And alſo*, that it ſhall and may be lawful to and for the ſaid *J. M.* his Heirs and Aſſigns, from Time to Time and at all Times for ever hereafter, peaceably, and quietly to enter into, have, hold, occupy, poſſeſs and enjoy *All* the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be releaſed, with their and every of their Rights, Members and Appurtenances; and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, *In Truſt* as aforeſaid, without the Let, Suit, Trouble, Interruption or Eviction of the ſaid *M. P.* or her Heirs or Aſſigns, or any other Perſon or Perſons whatſoever, lawfully claiming or to claim the ſame, or any Part thereof, by, from or under her, them, or any or either of them,

Habendum.

The Vendor covenants that ſhe is lawfully ſeiſed.

Power to grant.

For quiet Enjoyment.

them, or by, from or under any of her Anceſtors, freed, acquitted and diſcharged of and from all and all Manner of former and other Bargains, Sales, Leaſes, Gifts, Grants, Jointures, Dowers, and namely the Jointure or Dower of the ſaid *M. P.* Statutes, Recognizances, Judgments, Executions, Fines, Iſſues and Amerciaments, Rents and Arrearages of Rents, and of and from all other Titles, Troubles, Charges and Incumbrances whatſoever had, made, committed or done by the ſaid *M. P.* or any of her Anceſtors; *And alſo*, that ſhe the ſaid *M. P.* and her Heirs, and all and every other Perſon and Perſons now having or lawfully claiming, or which at any Time hereafter ſhall or may have or lawfully claim any Eſtate, Right, Title, Uſe or Intereſt of, in, to or out of the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or out of any Part or Parcel thereof, by, from or under her or any of them, ſhall and will from Time to Time and at all Times hereafter, at the Requeſt, Coſts and Charges in the Law of the ſaid *A. G.* his Heirs or Aſſigns, make, do, acknowledge, levy, execute and ſuffer, or cauſe and procure to be made, done, acknowledged, levied, executed and ſuffered, all and every ſuch further and other Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect Aſſuring, Sure-making, Conveying and Confirming of all the ſaid Manor, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Rights, Members and Appurtenances, unto and to the Uſe of the ſaid *J. M.* his Heirs and Aſſigns for ever, *In Truſt* as aforeſaid, be the ſame by Fine, Recovery, Releaſe, Deed, Inrollment or otherwiſe howſoever, as by the ſaid *A. G.* his Heirs or Aſſigns, or by his Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons, his, her or their Heirs, who ſhall make or do the ſame; and ſo as the Party or Parties, who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel from his, her or their reſpective Places of Abode or Dwellings. *In Witneſs*, &c.

Free from Incumbrances.

For further Aſſurance.

### H.

## *A Conveyance, by Leaſe and Releaſe, of a Freehold Eſtate for three Lives, by Truſtees and Executors.*

THIS *Indenture* made, *&c.* between *H. P.* of, *&c.* and *J. E.* of, *&c.* Executors of the Laſt Will and Teſtament of *R. P.* late of, *&c.* deceaſed, late Husband of the ſaid *H. P.* of the one Part, and *A. B.* of, *&c.* of the other Part. *Whereas* by one Indenture of Leaſe, bearing Date on or about the —— Day of —— in the Year of our Lord 1726, and made between the Right Worſhipful the Dean and Chapter of the Cathedral Church of the Bleſſed Virgin *Mary* of *Sarum* in the County of *Wilts*, of the one Part, and the ſaid *R. P.* by the Name of *R. P.* of, *&c.* of the other Part, they the ſaid Dean and Chapter, for the Conſideration therein mentioned, *Did* demiſe, grant and to Farm let unto the ſaid *R. P. All*, &c. (great Trees or Timber thereupon growing only excepted, and to the ſaid Dean and Chapter and their Succeſſors reſerved); *To hold* the ſaid Manors, Farms and other the Premiſſes, with their Appurtenances (except before excepted) unto the ſaid *R. P.* his Heirs and Aſſigns, for and during the natural Lives of *J. P.* of, *&c.* *T. P.* Son of the ſaid *R. P.* and *H. P.* Party to theſe Preſents, and the Life of the longeſt Liver of them the ſaid *J. P. T. P.* and *H. P. Yielding* and paying therefore yearly, during the ſaid Term, unto the ſaid Dean and Chapter, their Succeſſors and Aſſigns, the yearly Rent of — of good and lawful Money of *Great Britain*, at two Terms in the Year moſt uſual, (that is to ſay) the Feaſts of St. *Michael* the Archangel, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal Portions, as by the ſaid recited Indenture of Leaſe, Relation being thereunto had, may more at large appear. *And whereas* the ſaid *R. P.* is ſince dead, having firſt made his Laſt Will and Teſtament, bearing Date, *&c.* and thereby deviſed (amongſt other Things therein mentioned) the ſaid Manors, Farms, Lands, Tenements and Premiſſes unto the ſaid *H. P. J. B.* of, *&c.* the ſaid *J. E. T. H.* of, *&c.* and G. P. of, *&c.* and directed that the ſaid Leaſe above recited ſhould (among other Things therein mentioned) be ſold for the Payment of his Debts and other Purpoſes in his ſaid Will particularly mentioned and directed, and appointed the ſaid *H. P. J. B. J. E. T. H.* and *G. P.* to be Truſtees and Executors thereof: *And whereas*, in Purſuance of a Decree in the High Court

Recital of the Freehold Leaſe.

Of the Teſtator's Death, Will, and Deviſe of his Eſtate to be ſold, &c.

Court of Chancery, on or about the —— Day of, *&c.* in a Cauſe there depending, between the ſaid *J. E.* and *H. P.* Plaintiff's, and the ſaid *J. B. T. H.* and *G. P.* Defendants, they the ſaid *J. B. T. H.* and *G. P.* by Indenture bearing Date, *&c.* have (amongſt other Things) remiſed, releaſed, and for ever quit-claimed unto the ſaid *H. P.* and *J. E.* their Heirs, Executors, Adminiſtrators and Aſſigns reſpectively, for the Purpoſes in the ſaid recited Will, *All* and ſingular the Manors, Farms, Lands, Tenements and Premiſſes; by Virtue whereof they the ſaid *H. P.* and *J. E.* are become intitled to the ſaid above recited Leaſe, and to the Power of diſpoſing thereof for the Uſes and Purpoſes in the ſaid recited Will mentioned and directed concerning the ſame: *And whereas*, in Purſuance of the ſaid recited Will, they the ſaid *H. P.* and *J. E.* have contracted and agreed with the ſaid *A. B.* for the Sale of the ſaid Manors, Farms, Lands, Tenements and Hereditaments, for the Sum of — of lawful Money of *Great Britain*, being the full Value thereof in the Judgment of indifferent Perſons, who have valued the ſame:

Conſideration.

*Now this Indenture witneſſeth*, That in further Purſuance of the ſaid recited Will of the ſaid *R. P.* and for and in Conſideration of the ſaid Sum of —— of lawful Money of *Great Britain* to them the ſaid *H. P.* and *J. E.* well and truly in Hand paid by the ſaid *A. B.* at or before the Enſealing and Delivery of theſe Preſents, for the Uſes and Purpoſes in the ſaid recited Will mentioned, the Receipt whereof they the ſaid *H. P.* and *J. E.* do, and each of them doth, hereby acknowledge, and thereof and of every Part and Parcel thereof do and each of them doth acquit, releaſe and diſcharge the ſaid *A. B.* his Executors and Adminiſtrators, and every of them, for ever by theſe Preſents, they the ſaid *H. P.* and *J. E.* *Have*, and each of them *Hath*, bargained, ſold, aliened, releaſed, ratified and confirmed, and by theſe Preſents *Do*, and each of them *Doth*, bargain, ſell, alien, releaſe, ratify and confirm unto the ſaid *A. B.* (in his actual Poſſeſſion of the ſaid Manors, Farms, Lands, Tenements and Hereditaments now being, by Virtue of a Bargain and Sale thereof to him made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, in Conſideration of 5 *s.* and by Force of the Statute for transferring Uſes into Poſſeſſion) and to his Heirs and Aſſigns, *All* thoſe the ſaid Manors, Farms, Lands, Tenements, Hereditaments and Premiſſes above-mentioned, and every Part and Parcel thereof, with their and every of their Appur-

Grant.

Appurtenances, and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever, of them the ſaid *H. P.* and *J. E.* or either of them, of, in and to the ſame, and of, in and to every Part and Parcel thereof, together with the ſaid recited Indenture of Leaſe; *To have and to hold* the ſaid Manors, Farms, Lands, Tenements and Premiſſes above-mentioned, and herein and hereby intended to be bargained, ſold and releaſed, and every Part and Parcel thereof, with the Appurtenances, unto and to the Uſe of the ſaid *A. B.* his Heirs and Aſſigns, for and during the natural Lives of the ſaid *J. P. T. P.* and *H. P.* and the Life of the longeſt Liver of them (ſubject to the Rent and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, in as large and ample Manner to all Intents and Purpoſes, as they the ſaid *H. P.* and *J. E.* or either of them, their or either of their Heirs, Executors Adminiſtrators or Aſſigns, might or could have held or enjoyed the ſame, by Force and Virtue of the ſaid above recited Indenture of Leaſe, or by any other Ways or Means whatſoever. *And* the ſaid *H. P.* and *J. E.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, and not jointly, or the one for the other, do covenant and agree to and with the ſaid *A. B.* his Heirs and Aſſigns, by theſe Preſents, that they the ſaid *H. P.* and *J. E.* reſpectively have not made, done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Reaſon or Means whereof the ſaid Manors, Farms, Lands, Tenements and Premiſſes, or any of them, are or may be impeached or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. *In Witneſs*, &c.

Habendum.

The Vendors covenant that they have not done any Act to incumber.

*Note*; This Conveyance was made in Truſt for the Vendors.

H.

## *A Conveyance, by Leaſe and Releaſe, to Truſtees, with a Covenant to levy a Fine, the Uſes whereof are declared to* C. J. *for* 1000 *Years, under a Proviſo to be void upon the Vendee's Payment of a Sum of Money, and ſubject to that Term, to the Uſe of the Vendee in Fee.*

T*HIS Indenture quadripartite*, made, *&c.* between *J. R.* of, *&c.* and E. his Wife, of the firſt Part, *B. J.* of, *&c.* and *J. M.* of, *&c.* of the ſecond Part, *J. S.* of, *&c.* of the third Part, and *C. J.* of, *&c.* of the fourth Part. *Whereas* the ſaid *J. S.* hath purchaſed of the ſaid *J. R.* the ſeveral Lands, Tenements and Hereditaments herein after conveyed, together with ſeveral Copyhold and Leaſehold Lands and Tenements, at and for the Sum of 2000 *l. And whereas* the ſaid *C. J.* hath agreed to advance and lend unto the ſaid *J. S.* as well the ſaid Sum of 2000 *l.* for the Purchaſe of the ſaid Lands, Tenements and Hereditaments, as alſo the further Sum of 400 *l.* upon the Security of the ſaid Lands, Tenements and Hereditaments ſo purchaſed, together with ſeveral other Lands, Tenements and Hereditaments of him the ſaid *J. S. Now this Indenture witneſſeth*, That for and in Conſideration of the Sum of 2000 *l.* of lawful Money of *Great Britain* to him the ſaid *J. R.* in in Hand well and truly paid by the ſaid *C. J.* at or before the Enſealing and Delivery of theſe Preſents, and of 5 *s.* a-piece of like lawful Money to him alſo paid by the ſaid *J. S. B. J.* and *J. M.* the Receipt of which ſaid ſeveral Sums the ſaid *J. R.* doth hereby acknowledge, and thereof and of every Part and Parcel thereof doth acquit, releaſe and diſcharge the ſaid *C. J. J. S. B. J.* and *J. M.* their Heirs, Executors and Adminiſtrators, and every of them, for ever by theſe Preſents; *And* alſo in Conſideration of the further Sum of 400 *l.* of like lawful Money unto the ſaid *J. S.* in Hand alſo paid by the ſaid *C. J.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *J. S.* doth alſo hereby acknowledge, and thereof and of every Part and Parcel thereof doth acquit, releaſe and diſcharge the ſaid *C. J.* his Executors, Adminiſtrators and Aſſigns, for ever by theſe Preſents, he the ſaid *J. R.* by the Direction and Appointment of the ſaid *J. S.* and *C. J.* teſtified by their being made Parties hereto, and Sealing and Delivery of theſe Preſents, *Hath* granted, bargained, ſold, aliened

Conſideration.

Grant.

liened, releaſed and confirmed, and by theſe Preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *B. J.* and *J. M.* (in their actual Poſſeſſion of all and ſingular the Lands, Tenements, Hereditaments and Premiſſes herein after mentioned, now being, by Virtue of a Bargain and Sale, *&c.*) and to their Heirs, *All*, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of all and ſingular the ſaid Lands and Premiſſes; and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid *J. R.* of, in and to the ſame; and all Deeds, Evidences, Writings, Eſcripts and Muniments, touching or concerning the ſame Premiſſes only, or only any Part thereof; *To have and to hold* all and ſingular the ſaid Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, unto the ſaid *B. J.* and *J. M.* their Heirs and Aſſigns for ever, to and for the ſeveral Uſes, Intents and Purpoſes herein after mentioned, limited and declared. *And* the ſaid *J. R.* for himſelf, his Heirs and Aſſigns, and for the ſaid *E.* his Wife, doth hereby covenant, promiſe and agree to and with the ſaid *B. J.* and *J. M.* their Heirs and Aſſigns, that they the ſaid *J. R.* and *E.* his Wife, ſingly by themſelves, or jointly with any other Perſon or Perſons, and of any other Lands and Hereditaments, ſhall and will, before the End of —— Term, next enſuing the Date hereof, at the Coſts and Charges of the ſaid *J. S.* his Heirs or Aſſigns, acknowledge and levy in due Form of Law, one or more Fine or Fines *ſur Conuzance de droit come ceo, &c.* to be ingroſſed, recorded and ſued forth with Proclamations, according to the Statutes in that Caſe made and provided, and the uſual Courſe of Fines, with Proclamations in ſuch Caſes uſed, unto the ſaid *B. J.* and *J. M.* and their Heirs, or to the Heirs of one of them, of all the ſaid Lands, Hereditaments and Premiſſes herein before mentioned, with their and every of their Appurtenances, by ſuch apt and convenient Name and Names, Numbers of Acres, Quantities and Qualities of Land and other Things, as ſhall be thought fit and requiſite; *And* it is hereby covenanted, concluded and agreed by and between all and every the ſaid Parties hereto, for them and their Heirs, Executors, Adminiſtrators and Aſſigns, and it is their true Intent and Meaning, that the ſaid Fine herein before covenanted to be levied, and the Execution thereof, and theſe Preſents, and the Grant, Releaſe and Conveyance herein

Habendum.

Vendor covenants that he and his Wife will levy a Fine.

herein contained, and every of them, and all and every other Fine or Fines of the ſaid Premiſſes ſingly or jointly, as aforeſaid, already acknowledged and levied, or at any Time hereafter to be acknowledged and levied, of the ſaid Premiſſes, or any Part thereof, by and between the ſaid Parties hereto, or any of them, ſhall be and enure, and is and are by theſe Preſents, and by all the ſaid Parties hereto, declared and agreed to be and enure, as of, for and concerning the ſaid Premiſſes, to the ſeveral Uſes, Intents and Purpoſes herein after mentioned and expreſſed, that is to ſay, *To the Uſe* of the ſaid *C. J.* his Executors, Adminiſtrators and Aſſigns, for and during the Term of 1000 Years from the Day of the Date hereof, without Impeachment of or for any Manner of Waſte, ſubject nevertheleſs to ſuch Conditions as is herein after mentioned, and from and immediately after the Expiration or other ſooner Determination of the ſaid Term of 1000 Years, then to the Uſe and Behoof of the ſaid *J. S.* his Heirs and Aſſigns for ever, and to and for none other Uſe, Truſt, Intent or Purpoſe whatſoever: *Provided* always, and it is the true Intent and Meaning of theſe Preſents, and of all the Parties to the ſame, and they do hereby further declare the Uſe of the ſaid Fine and of the Grant, Releaſe and Conveyance herein contained, to be, that if the ſaid *J. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *C. J.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 2520 *l.* of good and lawful Money of *Great Britain*, in Manner and Form following, that is to ſay, The Sum of 60 *l.* Part thereof on the — Day of —— next enſuing the Date of theſe Preſents; and the further Sum of 2460 *l.* Reſidue of the ſaid Sum of 2520 *l.* on the —— Day of —— which ſhall be in the Year of our Lord —— without any Deduction, Defalcation or Abatement of any Thing, for or in Reſpect of any Parliamentary or other Taxes, Charges, Aſſeſſments or Payments, ordinary or extraordinary, taxed, charged, aſſeſſed or laid, or at any Time hereafter to be taxed, charged, aſſeſſed or laid upon the ſaid Premiſſes, or any Part thereof, or upon the ſaid Sum of Money or any Part thereof, by Virtue of any Order, Ordinance, Act or Acts of Parliament, or otherwiſe howſoever; that then and from thenceforth the Eſtate and Term herein and hereby before limited to the ſaid *C. J.* his Executors, Adminiſtrators and Aſſigns, for the ſaid Term of 1000 Years as aforeſaid, ſhall ceaſe, determine and be utterly void to all Intents, Conſtructions

The Uſes declared to *C. J.* for 1000 Years, ſubject to a Condition, &c. And then to the Uſe of the Vendee in Fee.

Proviſo for the 1000 Years to be void on Payment of a Sum of Money.

ſtructions and Purpoſes whatſoever; any Thing in theſe Preſents contained to the contrary thereof in any Wiſe notwithſtanding.

Covenant to pay the Money.

*And* the ſaid *J. S.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and agree to and with the ſaid *C. J.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *J. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *C. J.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 2520 *l.* at the Days and Times in and by the ſaid Proviſo or Condition above limited and appointed for Payment thereof, without any Deduction, Defalcation or Abatement of any Thing, for or in Reſpect of any Taxes, Charges, Aſſeſſments or Payments, taxed, charged, aſſeſſed or laid, or at any Time hereafter to be taxed, charged, aſſeſſed or laid upon the ſaid Premiſſes, or any Part thereof, or upon the ſaid Sum of Money, or any Part thereof, by any Ordinance, or Act or Acts of Parliament, or otherwiſe howſoever.

*C. J.* covenants, that till Default of Payment the Vendee ſhall quietly enjoy the Premiſſes.

*And* the ſaid *C. J.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe and agree to and with the ſaid *J. S.* his Heirs and Aſſigns, by theſe Preſents, that until ſome Default ſhall be made of or in Payment of the ſaid Monies herein before covenanted to be paid, or of ſome Part thereof, he the ſaid *C. J.* his Executors, Adminiſtrators and Aſſigns, ſhall and will permit and ſuffer the ſaid *J. S.* his Heirs and Aſſigns, peaceably and quietly to have, hold and enjoy the ſaid Lands, Tenements and Hereditaments, and all and ſingular other the Premiſſes hereby granted, or mentioned to be granted, with their and every of their Appurtenances, and the Rents, Iſſues and Profits of them and every of them, to receive and take to his and their own Uſe and Uſes, without the Let, Suit, Trouble, Interruption, Eviction or Ejection of him the ſaid *C. J.* his Executors, Adminiſtrators or Aſſigns, for or concerning the ſame.

Vendee covenants that if Default ſhall be made, &c. *C. J.* ſhall quietly enjoy the Premiſſes.

*And* the ſaid *J. S.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *C. J.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that if Default ſhall happen to be made of or in Payment of the ſaid Sum of 2520 *l.* or of any Part thereof, at the Days and Times herein before limited and appointed for Payment thereof, that then from and immediately after ſuch Default made of or in Payment thereof, or of any Part thereof, he the ſaid *C. J.* his Executors, Adminiſtrators and

Aſſigns, ſhall and may enter into and upon the ſaid Lands, Tenements and Premiſſes, and peaceably and quietly hold and enjoy the ſame, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 1000 Years which ſhall be then to come and unexpired, without any Let, Suit, Trouble, Expulſion, Eviction or Ejection of or by him the ſaid *J. S.* his Heirs or Aſſigns, or of or by any other Perſon or Perſons whatſoever. *And* the ſaid *J. R.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with *J. S.* and *C. J.* and to and with either of them, their and either of their Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, (that is to ſay) That for and notwithſtanding any Act, Matter or Thing whatſoever by him the ſaid *J. R.* committed, done or ſuffered to the contrary, he the ſaid *J. R.* on the Day of the Date of theſe Preſents, and at the Time of the Sealing and Delivery hereof, is and ſtandeth lawfully and abſolutely ſeiſed of and in all and ſingular the ſaid Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be granted and releaſed, with their and every of their Rights, Members and Appurtenances, of a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-Simple, without any Manner of Condition, Uſe, Will, Truſt, Intail or other Limitation, Matter or Thing whatſoever, to alter, change, charge or defeat the ſame; *And* (that for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) hath in himſelf good Right, full Power, and lawful and abſolute Authority to grant, releaſe, convey and aſſure the ſame, and every Part thereof, unto and to the Uſe of the ſaid *J. S.* his Heirs and Aſſigns for ever; *And alſo*, that (for and notwithſtanding any ſuch Matter or Thing as aforeſaid) it ſhall and may be lawful to and for the ſaid *J. S.* his Heirs and Aſſigns, from Time to Time, and at all Times for ever hereafter, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy all the ſaid Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be granted and releaſed, with their and every of their Rights, Members and Appurtenances, without the Let, Suit, Trouble, Interruption or Eviction of him the ſaid *J. R.* his Heirs or Aſſigns, or any other Perſon or Perſons whatſoever, lawfully claiming or to claim the ſame, or any Part or Parcel thereof, by, from or under him; ſubject nevertheleſs to the ſaid Term and Eſtate of and for 1000 Years; *And* that free and

Vendor covenants that notwithſtanding any Act by him done, he is lawfully ſeiſed.

Right to convey.

For quiet Enjoyment.

Free from Incumbrances. and clear, and freely and clearly freed, acquitted and diſcharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Jointures, Dowers, Statutes, Recognizances, Judgments, Executions, Fines, Iſſues, Amerciaments, Rents and Arrearages of Rents, and of and from all other Titles, Troubles, Charges and Incumbrances whatſoever had, made, committed, done or ſuffered by him the ſaid *J. R.* or any other Perſon or Perſons whatſoever, lawfully claiming or to claim by, from or under him (one Leaſe made of Part thereof by the ſaid *J. R.* for —— Years, commencing from, *&c.* at the yearly Rent of —— always excepted and foreprized); Except a Leaſe. *And alſo* that he the ſaid *J. R.* and his Heirs, and all and every other Perſon and Perſons whatſoever now having or lawfully claiming, or which at any Time hereafter ſhall or may have or lawfully claim any Eſtate, Right, Title, Uſe or Intereſt of, in, to or out of the ſaid Lands, Tenements, Hereditaments and Premiſſes, or of, in, to or out of any Part or Parcel thereof, by, from or under him the ſaid *J. R.* his Heirs or Aſſigns, except before excepted, and alſo except the ſaid *C. J.* for and in Reſpect of the ſaid Term and Eſtate of and for 1000 Years, ſhall and will from Time to Time, and at all Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *J. S.* his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect Aſſuring, Sure-making, Conveying and Confirming of all the ſaid Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Rights, Members and Appurtenances, unto and to the Uſe of the ſaid *J. S.* his Heirs and Aſſigns for ever, be the ſame by Fine, Recovery, Releaſe, Deed inrolled, or otherwiſe howſoever, as by the ſaid *J. S.* his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Warranty or Covenant than againſt the Perſon or Perſons, his or their Heirs, who ſhall make or do the ſame, and ſo as the Party or Parties, who ſhall be requeſted to make ſuch further Aſſurances, be not compelled or compellable, for making or doing thereof, to go or travel above five Miles from his or their then reſpective Dwelling or Places of Abode. *In Witneſs, &c.*

For further Aſſurance.

*A Con-*

### *A Conveyance, by Leaſe and Releaſe, of an Eſtate, which deſcended to three Daughters as Coheirs; by the two eldeſt Daughters, their Husbands and Truſtees, and the youngeſt Daughter, to a Truſtee; with a Covenant to levy a Fine, the Uſes whereof are declared, as to one Moiety of the Eſtate, to Truſtees for 500 Years, for ſecuring the Purchaſe-Money of one Third; and as to the other Moiety, to Truſtees for 500 Years, for ſecuring Part of the Purchaſe-Money of one other Third, and ſubject to thoſe Terms, to the Uſe of the youngeſt Daughter, in Fee.*

THIS *Indenture Quadripartite* made, *&c.* between *A. B.* of, *&c.* and *E.* his Wife, (late *E. H.* of, *&c.* one of the three Daughters and Coheirs of *H. H.* and *E.* his Wife, late of, *&c.* both deceaſed, and one of the Grandaughters and Coheirs of *R. E.* late of, *&c.* alſo deceaſed,) *C. D.* of, *&c.* and *E. F.* of, *&c.* of the firſt Part, *G. H.* of, *&c.* and *S.* his Wife, who is one other of the three Daughters and Coheirs of the ſaid *H. H.* and *E.* his Wife, and one of the Grandaughters of the ſaid *R. E.* the ſaid *C. D.* and *J. J.* of, *&c.* of the ſecond Part, *A. H.* of, *&c.* Spinſter, who is the other of the three Daughters and Coheirs of the ſaid *H. H.* and *E.* his Wife, and one of the Grandaughters and Coheirs of the ſaid *R. E.* of the third Part, and *Y. Z.* of, *&c.* of the fourth Part. *Whereas* by Indentures of Leaſe and Releaſe, the Releaſe being tripartite, bearing Date on or about the firſt Day of *April* which was in the Year of our Lord 1730, and made or mentioned to be made between the ſaid *E. B.* by the Name and Deſcription aforeſaid, of the firſt Part, the ſaid *A. B.* of the ſecond Part, and the ſaid *C. D.* and *E. F.* of the third Part, reciting as therein is recited, and for the Conſideration therein mentioned, the ſaid *E. B.* with the Conſent and Approbation of the ſaid *A. B.* teſtified as therein is mentioned, *Did* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *C. D.* and *E. F.* and to their Heirs, one full and undivided third Part, the whole into three equal Parts to be divided, (among other Manors, Meſſuages, Lands and Hereditaments therein mentioned) of the Manors, Meſſuages, Lands and Hereditaments herein after particularly mentioned and deſcribed ;

Recital of a Conveyance made by *E. B.* before her Marriage with *A. B.* of one third Part of the Eſtate to *C. D.* and *E. F.* in Truſt to be ſold.

ſcribed; *To hold* (among others) the ſaid Manors, Meſſuages, Lands and Hereditaments thereby granted and releaſed, or intended ſo to be, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns for ever, to the Uſe of the ſaid *E. B.* then *E. H.* until the intended Marriage between her and the ſaid *A. B.* ſhould be ſolemnized, (and which hath been ſolemnized accordingly,) and from and immediately after the Solemnization thereof, then to the only Uſe and Behoof of the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns for ever, upon the ſeveral Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Powers, Proviſoes and Agreements therein (and herein in Part) after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) *Upon Truſt* that they the ſaid *C. D.* and *E. F.* or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, ſhould with all Convenient Speed, after the Solemnization of the ſaid intended Marriage with the Conſent of the ſaid *A. B.* (if living) teſtified in Writing under his Hand, and afterwards at their own Will and Pleaſure, abſolutely convey, ſell and diſpoſe of the ſaid third Part of the ſaid Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments therein mentioned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances thereby granted, releaſed and conveyed, or intended ſo to be, by the ſaid *E. B.* then *E. H.* either together or in Parcels, for the beſt Price or Prices that can be had or gotten for the ſame, unto ſuch Perſon or Perſons as ſhould become the Purchaſer or Purchaſers thereof, and to his, her and their Heirs and Aſſigns, or as he, ſhe or they ſhall direct or appoint; and from and immediately after ſuch Sale or Sales ſhall be ſo made, and the ſaid Purchaſe-Money paid to the ſaid *C. D.* and *E. F.* or the Survivor of them, or the Heirs, Executors or Adminiſtrators of ſuch Survivor; *then* upon the further Truſt, that they the ſaid *C. D.* and *E. F.* or the Survivor of them, or the Heirs, Executors or Adminiſtrators of ſuch Survivor, ſhould thereout pay, apply and diſpoſe of the ſame upon the ſeveral Truſts therein mentioned; *In* which ſaid Indenture now reciting, it is expreſly provided, and thereby declared and agreed by and between all the ſaid Parties thereto, that the Receipt or Receipts of the ſaid *C. D.* and *E. F.* or of the Survivor of them, or of the Heirs, Executors or Adminiſtrators of ſuch Survivor, to whom ſuch Purchaſe-chaſe-Money ſhould be paid, ſhould from Time to Time be a ſufficient Acquittance or Diſcharge to any Purchaſer or Purchaſers for the Money he or they ſhould pay for their reſpective Purchaſes, notwithſtanding the ſeveral Truſts therein before limited and appointed of and concerning the ſaid Monies to be raiſed by ſuch Sale or Sales as aforeſaid, and that no Miſapplication, Want of Application, or other Loſs or Embezilment of the ſaid Money ſo to be paid for ſuch Purchaſe or Purchaſes, or of any Part or Parcel thereof, ſhould in any wiſe affect, or be hurtful or prejudicial to ſuch reſpective Purchaſer or Purchaſers; any Thing therein before contained to the contrary thereof in any wiſe notwithſtanding. *And whereas* by one other Indenture quadripartite, bearing Date on or about the firſt Day of *May* which was in the Year of our Lord 1733, and made or mentioned to be made between the ſaid *G. H.* of the firſt Part, the ſaid *C. D.* and *J. J.* of the ſecond Part, the ſaid *A. B.* and *W. E.* of, *&c.* of the third Part, and the ſaid *S. H.* by the Name and Deſcription aforeſaid, of the fourth Part, reciting that a Marriage was then intended to be ſhortly had and ſolemnized between the ſaid *G. H.* and the ſaid *S.* then an Infant under the Age of twenty-one Years, and that the ſaid *S.* was ſeiſed to her and her Heirs, and to the Heirs of her Body, of and in all that ne full and undivided third Part (the whole into three equal Parts to be divided, among others) of all thoſe ſeveral Manors or Lordſhips, Meſſuages, Lands, Tenements and Hereditaments herein after particularly mentioned and deſcribed; and that ſeveral of the Lands, Tenements and Hereditaments therein ſettled and conveyed, or intended ſo to be by the ſaid *G. H.* were charged with the Payment of 8000 *l.* and 10000 *l.* to the younger Brothers and Siſters of the ſaid *G. H.* in the Proportions therein mentioned; *It is* (amongſt other Things) *witneſſed*, and it is thereby declared and agreed, and the ſaid *S.* (with the Conſent of the ſaid *C. D.* and *J. J.* her Truſtees) in Conſideration of the Settlement thereby made of the Manors, Lordſhips, Lands, Tenements and Hereditaments, the Eſtate of the ſaid *G. H.* for the Benefit of the ſaid *S.* and her Iſſue, in Manner as is therein mentioned, and to the End that the ſame might be diſcharged of the ſaid two Sums of 8000 *l.* and 10000 *l.* and remain clear and free for the like Benefit of herſelf and her Iſſue, did thereby promiſe, agree and declare to and with the ſaid *G. H.* her intended Huſband, his Heirs, Executors and

Of *G. H.*'s Marriage Settlement, and of the Agreement of *S.* his then intended Wife, an Infant, to ſell her third Part of this Eſtate.

Adminiſtrators, that in Caſe the ſaid intended Marriage ſhould take Effect and be ſolemnized, and afterwards the ſaid *S.* ſhould live to attain the Age of twenty-one Years, ſhe ſhould, within one Year then next after, join with the ſaid *G. H.* at his Coſts and Charges, in doing any reaſonable Act or Acts, Thing or Things, which ſhould be required of her by him the ſaid *G. H.* and adviſed by his Counſel learned in the Law, by Fine or Recovery, or otherwiſe, for the ſure Conveying, Settling and Aſſuring the ſaid third Part of the ſaid Manors, Lordſhips, Lands, Tenements and Hereditaments, whereof the ſaid *S.* is therein mentioned to be ſeiſed, with their Rights, Members and Appurtenances, upon and to, and to the Uſe of the ſaid *C. D.* and *J. J.* and their Heirs and Aſſigns; or in Caſe they the ſaid *C. D.* and *J. J.* or one of them, ſhould not be then living, then upon and to Truſtees to be nominated by the ſaid *G. H.* his Heirs, Executors or Adminiſtrators, and their Heirs, to the Uſe of them and their Heirs; *In Truſt* to ſell the ſaid third Part of the ſaid Manors, Lands, Tenements and Hereditaments ſo to be conveyed to them, either intirely or by Parcels, to any Perſon or Perſons that ſhould be willing to purchaſe the ſame, or any Part or Parts thereof, for the moſt Money, or the beſt Price or Prices that could be reaſonably had or gotten for the ſame; and alſo ſhould pay and diſpoſe of the Money which ſhould be raiſed by ſuch Sale or Sales, in the firſt Place to diſcharge the ſaid ſeveral Sums of 8000 *l.* and 10000 *l.* therein before mentioned, or ſo much thereof as ſhould be then remaining unpaid, to the younger Brothers and Siſters of the ſaid *G. H.* or any of them, and all Arrears of Intereſt or Money to be raiſed for Maintenance of the ſaid younger Brothers and Siſters of the ſaid *G. H.* which ſhould be then due and unpaid; and after Payment of the ſaid ſeveral Sums of 8000 *l.* and 10000 *l.* and all Arrears of Intereſt and Maintenance as aforeſaid; *Then in Truſt* to pay the Reſidue of the Money which ſhould be raiſed by ſuch Sale or Sales (after Deduction of Truſtees Coſts) unto the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, to and for his and their own Uſe and Benefit. *And whereas* the ſaid Marriage between the ſaid *G. H.* and *S.* hath been ſolemnized, and the ſaid *S.* hath attained her Age of twenty-one Years; *And whereas* by one Indenture tripartite of Bargain and Sale, in-

Recital that the Marriage between *G. H.* and *S.* his Wife, hath been ſolemnized, and *S.* hath attained her Age of twenty-one Years. A Bargain and Sale by *G. H.* and *S.* his Wife to *C. D.* and *J. J.* to ſuffer a Recovery of the laſt mentioned third Part of the Eſtate.

rolled in his Majeſty's High Court of Chancery, bearing Date on or about the firſt Day of *June* which was in the Year of our Lord 1744, and made or mentioned to be made between the ſaid *G. H.* and *S.* his Wife, of the firſt Part, the ſaid *C. D.* and *J. J.* of the ſecond Part, and *H. E.* of, *&c.* of the third Part; *It is witneſſed,* That the ſaid *G. H.* and *S.* his Wife, for the Conſiderations therein mentioned, did grant, bargain and ſell unto the ſaid *C. D.* and *J. J.* their Heirs and Aſſigns, *All* that the third Part (the whole to be divided into three equal Parts, amongſt others) of the Manors or Lordſhips, Meſſuages, Farms, Lands and Hereditaments herein after mentioned; *To hold* (amongſt others) the ſame Manors, Hereditaments and Premiſſes, with their Rights, Members and Appurtenances, unto and to the Uſe of the ſaid *C. D.* and *J. J.* their Heirs and Aſſigns, to the Intent they ſhould become Tenants to the Precipe for ſuffering, as of the then next *Eaſter* Term or *Trinity* Term then next enſuing, a Common Recovery of all the ſaid Premiſſes in the County of *S.* which ſaid Recovery hath been ſuffered accordingly, and declared to be for the Uſes, Behoofs, Intents and Purpoſes, as are mentioned and declared in and by the Indenture herein after next recited.

The Recovery ſuffered accordingly.

Recital of a Deed in which the Uſes of the Recovery are declared.

*And whereas* by Indenture tripartite, bearing even Date with the ſaid laſt recited Indenture, and made or mentioned to be made between the ſaid *G. H.* and *S.* his Wife, of the firſt Part, the ſaid *C. D.* and *J. J.* of the ſecond Part, and the ſaid *H. E.* of the third Part, reciting the ſaid two laſt recited Indentures; *It is witneſſed,* for the further Declaration of the Uſes of the ſaid Common Recovery, by the ſaid recited Indenture tripartite covenanted and agreed to be ſuffered, and of all Fines and Recoveries of the Premiſſes whatſoever, alone or together, with any other Lands or Hereditaments, by or between the ſaid Parties thereto, or any of them, that the ſame ſhould be and enure, and ſhould be adjudged, deemed and taken to be and enure, and that the Recoveror and Recoverors in the ſaid Recovery, and every of them, and his and their Heirs, and all and every Perſon and Perſons, which at any Time or Times then after ſhould be or ſtand ſeiſed of the ſaid third Part of the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, or any of them, by Force and Virtue of the ſaid Common Recovery, ſhould ſo ſtand and be ſeiſed thereof, and of every Part and Parcel thereof, to the Uſe of the ſaid *C. D.* and *J. J.* their Heirs and Aſſigns for ever; *Upon Truſt* nevertheleſs, that the ſaid *C. D.* and *J. J.* or the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor of them, ſhould ſell and diſpoſe of the ſaid third Part of the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, either intirely or by Parcels, to any Perſon or Perſons, and his, her and their Heirs and Aſſigns that ſhould be willing to purchaſe the ſame, or any Part or Parcel thereof, for the moſt Money or the beſt Price or Prices that can be reaſonably had or gotten for the ſame; and alſo ſhould diſpoſe of the Money which ſhall be raiſed by ſuch Sale or Sales, in the firſt Place in diſcharging of the ſaid ſeveral Sums of 8000 *l.* and 10000 *l.* and then upon other the ſaid Truſts by the ſaid laſt recited Indenture quadripartite herein before mentioned and declared concerning the ſame, as in and by the ſaid ſeveral recited Indentures and Recovery, Relation being thereunto reſpectively had, may more fully and at large appear.

Recital that *A. H.* hath agreed with *A. B. G. H. E. F. C. D.* and *J. J.* for the Purchaſe of the ſaid two third Parts for 16000 l. viz. the ſaid third Part veſted in *C. D.* and *E. F.* for 8000 l.

And the third Part veſted in *C. D.* and *J. J.* for 8000 l. 2000 l. to be paid to them at the Execution of this Deed, to be applied by them according to the Truſts mentioned in an Indenture, &c. and 6000 l. to be ſecured to be paid as herein after mentioned. Recital that the other Third is veſted in *A. H.* and is agreed to be conveyed to *Y. Z.* to the Uſes after mentioned, for better ſecuring the Payment of the ſaid 8000 l. and 6000 l. &c.

*And whereas* the ſaid *A. H.* hath contracted and agreed with the ſaid *A. B. G. H. C. D. E. F.* and *J. J.* for the abſolute Purchaſe of the Fee-ſimple and Inheritance of the ſaid two third Parts of the Manors, Meſſuages, Farms, Lands, Woods, Underwoods, Timber and Hereditaments herein after mentioned, for the Price and Sum of 16000 *l.* that is to ſay, the ſaid undivided third Part of the ſaid Hereditaments and Premiſſes which are now veſted in the ſaid *C. D.* and *E. F.* as aforeſaid, for the Price and Sum of 8000 *l.* to be ſecured to be paid at the Times and in Manner and Form herein after mentioned; and the ſaid undivided third Part of the ſaid Hereditaments and Premiſſes now veſted in the ſaid *C. D.* and *J. J.* as aforeſaid, for the Price and Sum of 8000 *l.* 2000 *l.* thereof to be paid to the ſaid *C. D.* and *J. J.* at or before the Execution of theſe Preſents, to be applied by them, according to the Truſts mentioned in the ſaid Indenture of the firſt Day of *June* 1734, and the Sum of 6000 *l.* being the Remainder of the ſaid laſt mentioned Sum of 8000 *l.* to be ſecured to be paid at the Times and in Manner and Form herein after mentioned. *And whereas* the other third Part of the ſaid Manors, Lands and Hereditaments is now veſted in the ſaid *A. H.* and her Heirs, and is agreed to be conveyed to the ſaid *Y. Z.* to the Uſes herein after mentioned, for the better ſecuring the Payment of the ſaid

Sums of 8000 *l.* and 6000 *l.* and other the Uſes herein after mentioned: *Now this Indenture witneſſeth*, That for and in Conſideration of the Sum of 8000 *l.* of good and lawful Money of *Great Britain*, ſecured to be paid by the ſaid *A. H.* to the ſaid *C. D.* and *E. F.* at the Times, and in ſuch Manner and Form, as herein is mentioned to be applied by them (when the ſame ſhall be received) upon the Truſts mentioned in the ſaid Indenture of the firſt Day of *April* 1730, which is by the ſaid *A. B.* and *E.* his Wife, *C. D.* and *E. F.* hereby declared and accepted to be in full for the abſolute Purchaſe of the Fee-ſimple and Inheritance of one undivided third Part (the whole into three equal Parts to be divided) of the Manors, Meſſuages, Farms, Lands, Woods, Underwoods, Timber and Hereditaments herein after mentioned; and alſo for and in Conſideration of the Sum of 2000 *l.* of good and lawful Money of *Great Britain* to the ſaid *C. D.* and *J. J.* now in Hand (at the ſpecial Inſtance, Requeſt and Direction of the ſaid *G. H.* and *S.* his Wife, teſtified by their being Parties to and executing of theſe Preſents) paid by the ſaid *A. H.* at or before the Enſealing and Delivery of theſe Preſents, to be by them paid and applied upon the Truſts mentioned in the ſaid Indenture of the firſt Day of *June* 1734, the Receipt and Payment of which ſaid Sum of 2000 *l.* the ſaid *C. D.* and *J. J.* do hereby confeſs and acknowledge, and the ſaid *A. H.* her Heirs, Executors and Adminiſtrators, and every of them, from the Payment of the ſame and every Part thereof, do by theſe Preſents for ever acquit, releaſe and diſcharge; *And* likewiſe for and in Conſideration of the further Sum of 6000 *l.* of lawful Money of *Great Britain*, ſecured to be paid to the ſaid *C. D.* and *J. J.* by the ſaid *A. H.* at the Times and in ſuch Manner and Form as herein after is mentioned to be by them (when the ſame ſhall be received) paid and applied upon the Truſts mentioned in the ſaid Indenture of the firſt Day of *June* 1734, which ſaid Sums of 2000 *l.* and 6000 *l.* making together the Sum of 8000 *l.* is by the ſaid *G. H.* and *S.* his Wife, *C. D.* and *J. J.* and every of them hereby declared and accepted to be in full for the abſolute Purchaſe of the Fee-ſimple and Inheritance of one other undivided third Part (the whole into three equal Parts to be divided) of the Manors, Meſſuages, Farms, Lands, Woods, Underwoods, Timber and Hereditaments herein after mentioned; and alſo for and in Conſideration of the Sum of 10 *s.* a-piece of lawful Money of *Great Britain* to them the ſaid *A. B.*

Conſideration for one third Part of the Eſtate.

Conſideration for one other Third of the Eſtate.

Releaſe.

Leaſe for a Year.

*G. H. C. D. E. F. A. H.* and *J. J.* in Hand paid by the ſaid *Y. Z.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby reſpectively acknowledged; and for divers other good Cauſes and Conſiderations them the ſaid *A. B. C. D. E. F. G. H. J. J.* and *A. H.* hereunto ſeverally and reſpectively moving, they the ſaid *C. D. E. F.* and *J. J.* by and with the ſpecial Direction, Nomination and Appointment of the ſaid *A. B.* and *E.* his Wife, *G. H.* and *S.* his Wife, and *A. H.* teſtified by their reſpectively Signing and Sealing theſe Preſents, and alſo they the ſaid *A. B.* and *E.* his Wife, *G. H.* and *S.* his Wife, and *A. H. Have*, and each and every of them *Hath* bargained, ſold, aliened, remiſed, releaſed and confirmed, and by theſe Preſents *Do*, and each and every of them *Doth*, bargain, ſell, alien, remiſe, releaſe and confirm unto the ſaid *Y. Z.* (in his actual Poſſeſſion now being by Virtue of one Indenture of Bargain and Sale to him thereof made by the ſaid *A. B. G. H. A. H. C. D. E. F.* and *J. J.* by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, in Conſideration of 5 *s.* a-piece of lawful Money of *Great Britain* to the ſaid *A. B. G. H. A. H. C. D. E. F.* and *J. J.* by the ſaid *Y. Z.* in Hand ſeverally and reſpectively paid for the Term of one whole Year, from the Day next before the Day of the Date thereof, and by Force and Virtue of the Statute made for transferring Uſes into Poſſeſſion) and to his Heirs, *All* thoſe the ſeveral Manors or Lordſhips of, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Hereditaments and Premiſſes hereby granted and releaſed, or mentioned or intended ſo to be; and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Claim and Demand whatſoever of them the ſaid *A. B.* and *E.* his Wife, *G. H.* and *S.* his Wife, *A. H. C. D. E. F.* and *J. J.* of, in, to or out of the ſame, and of, in, to or out of any Part or Parcel thereof; and all the Deeds, Charters, Writings and Evidences whatſoever, touching or in any wiſe concerning the ſaid Manors, Lands and Hereditaments, or any Part thereof, and which concern no other Lands, Tenements and Hereditaments of the ſaid *A. B. G. H.* and *A. H.* or either of them, and which they the ſaid *A. B. G. H.* and *A. H.* or either of them, have or hath in his, her or their Cuſtody or Poſſeſſion, for their or any or either of their Uſe or Uſes, and which they or any or either of them can or may lawfully have, obtain, get or come by, without Suit in Law, together alſo with true Copies of all ſuch other Deeds, Evidences and Writings, as do touch or concern the ſaid Manors, Lands or Hereditaments hereby granted and releaſed, or any of them, or any Part thereof, jointly with any other Lands, Tenements or Hereditaments of the ſaid *A. B. G. H.* and *A. H.* or either of them; the ſaid Copies to be made and written at the only proper Coſts and Charges of the ſaid *A. H.* her Heirs and Aſſigns; *To have and to hold* all and ſingular the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before bargained, ſold and releaſed, or mentioned or intended to be hereby bargained, ſold and releaſed, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances whatſoever, to the ſaid *Y. Z.* his Heirs and Aſſigns, to and for the ſeveral Uſes, Ends, Intents and Purpoſes, and ſubject to the ſeveral Proviſoes, Powers and Declarations herein after limited, mentioned and declared of and concerning the ſame Premiſſes reſpectively.

Habendum.

*And* for the Docking and Barring all Eſtates-Tail, Reverſions and Croſs Remainders in them the ſaid *A. B.* and *E.* his Wife, *G. H.* and *S.* his Wife, and *A. H.* or in any or either of them, in all the ſaid Hereditaments and Premiſſes, or any Part thereof, it is covenanted, concluded and agreed upon by and between all the ſaid Parties to theſe Preſents, and the ſaid *A. B.* for himſelf and the ſaid *E.* his Wife, and the ſaid *G. H.* for himſelf and the ſaid *S.* his Wife, and the ſaid *A. H.* for herſelf, do ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, covenant, promiſe and agree to and with the ſaid *Y. Z.* his Heirs and Aſſigns, by theſe Preſents, that they the ſaid *A. B.* and *E.* his Wife, *G. H.* and *S.* his Wife, and *A. H.* ſhall and will, before the End of —— Term next enſuing the Date hereof, at the proper Coſts and Charges in the Law of them the ſaid *A. B. G. H.* and *A. H.* acknowledge and levy in due Form of Law, one or more Fine or Fines unto the ſaid *Y. Z.* and his Heirs, with Proclamations according to the Form of the Statute in ſuch Caſes made and provided, and according to the uſual Courſe of Fines in ſuch Caſes uſed and accuſtomed, of all thoſe the ſaid Manors of —— with their and every of their Rights, Members and Appurtenances, and of all other the Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances herein before by theſe Preſents bargained, ſold and releaſed, unto the ſaid *Y. Z.* and his Heirs, or intended ſo to be, by ſuch Name or Names and Deſcriptions as ſhall be thought fit and requiſite.

Covenant to levy a Fine.

*And* it is hereby further covenanted, concluded, declared and fully agreed upon,

The Uſes of a Fine declared.

upon, by and between all and every the Parties to theſe Preſents, for themſelves ſeverally and their ſeveral and reſpective Heirs, and it is the true Intent and Meaning of them and theſe Preſents, that as well the ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, to be levied of or upon the ſaid Manors, Lands, Tenements and Hereditaments, and every Part and Parcel thereof, to the ſaid *Y. Z.* and his Heirs, and the full Force and Execution thereof, and of theſe Preſents, and of the Grant and Releaſe hereby made, and alſo of all and every Common Recovery and Common Recoveries, Fine and Fines, and other Aſſurances whatſoever had, made, levied, ſuffered or executed, or to be had, made, levied, ſuffered or executed of the ſaid Premiſſes, or any Part thereof, alone or together with other Premiſſes, to which the ſaid Parties to theſe Preſents, or any of them, are, is, ſhall or may be Party or Parties, ſhall be and enure, and ſhall be conſtrued, expounded, deemed and taken to be and enure to the Uſes, Intents and Purpoſes, and ſubject to the ſeveral Proviſoes and Declarations herein after limited, mentioned and declared of and concerning the ſame Premiſſes reſpectively, that is to ſay,

A Moiety of the Premiſſes limited to *C. D.* and *E. F.* for 500 Years.

*As* for and concerning one undivided Moiety or Half-Part (the whole into two equal Parts to be divided) of all the ſaid Manors, Lordſhips, Meſſuages, Farms, Lands, Tenements and Hereditaments herein before mentioned, and hereby bargained, and releaſed, or intended ſo to be, to the Uſe and Behoof of the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, for and during the full Term of 500 Years, to be computed from the Day next before the Day of the Date of theſe Preſents, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte; ſubject nevertheleſs to the Proviſo and Agreement herein after mentioned, provided and declared of and concerning the ſame; and from and after the End, Expiration, or other ſooner Determination of the ſame Term of 500 Years, and ſubject thereto, and charged and chargeable therewith, to the only proper Uſe and Behoof of the ſaid *A. H.* her Heirs and Aſſigns for ever, and to none other Uſe, Intent or Purpoſe whatſoever:

Proviſo for the Term to ceaſe on Payment of 8400 l.

*Provided always*, and it is hereby declared and agreed by and between the ſaid *A. B.* and *E.* his Wife, *A. H. C. D.* and *E. F.* reſpectively, that if the ſaid *A. H.* her Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators or Aſſigns, at or in the Common Dining-Hall of *Lincoln's Inn* in the County of *Middleſex*, the full and juſt Sum of 8400 *l.* of good and lawful Money of *Great Britain*, in Manner following, that is to ſay, 200 *l.* Part thereof on the, &c. and the full and juſt Sum of 8200 *l.* Reſidue thereof, upon the, &c. which ſhall be in the Year of our Lord, &c. without making any Deduction, Defalcation or Abatement thereout or therefrom for Taxes, Aſſeſſments, or any other Impoſitions or Charges whatſoever impoſed or to be impoſed either on the ſaid Monies, or on the ſaid Manors and Premiſſes hereby bargained and ſold, or intended ſo to be by Authority of Parliament, or otherwiſe howſoever, that then and from thenceforth the ſaid Term and Eſtate of 500 Years ſhall ceaſe and determine; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* as for and concerning the other Moiety or Half-Part (the whole into two equal Parts to be divided) of all the ſaid Manors, Lordſhips, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned, and hereby bargained, ſold and releaſed, or mentioned or intended ſo to be, to the Uſe and Behoof of the ſaid *C. D.* and *J. J.* their Executors, Adminiſtrators and Aſſigns, for and during the full Term of 500 Years, to be computed from the Day next before the Day of the Date of theſe Preſents, and fully to be compleat and ended, without Impeachment of or for any Manner of Waſte; *ſubject* nevertheleſs to the Proviſo and Agreement herein after mentioned, provided and declared of and concerning the ſame; and from and after the End, Expiration or other ſooner Determination of the ſame Term of 500 Years, and ſubject thereto, and charged and chargeable therewith, to the only proper Uſe and Behoof of the ſaid *A. H.* her Heirs and Aſſigns for ever, and to none other Uſe, Intent or Purpoſe whatſoever: *Provided always*, and it is hereby declared and agreed by and between the ſaid *G. H.* and *S.* his Wife, *A. H. C. D.* and *J. J.* reſpectively, that if the ſaid *A. H.* her Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *C. D.* and *J. J.* their Executors, Adminiſtrators or Aſſigns, at or in, &c. the full and juſt Sum of 6300 *l.* of good and lawful Money of *Great Britain*, in Manner following, that is to ſay, 150 *l.* Part thereof on the, &c. and the full and juſt Sum of 6150 *l.* Reſidue thereof, upon the, &c. without making any Deduction, Defalcation or Abatement thereout or therefrom for

The other Moiety of the Premiſſes limited to *C. D.* and *J. J.* for 500 Years.

Proviſo for the Term to ceaſe on Payment of 6300 l.

*C. D.* covenants that he hath not done any Act to incumber one third Part of the Premiſſes.

Except a Mortgage for 1000 Years.

The like Covenant from *E. F.*

*A. B.* covenants in Reſpect to his third Part, That notwithſtanding any Act done by him, &c. he is lawfully ſeiſed.

Taxes, Aſſeſſments, or any other Impoſitions or Charges whatſoever, impoſed or to be impoſed either on the ſaid Monies or on the ſaid Manors and Premiſſes hereby bargained and ſold, or intended ſo to be, by Authority of Parliament, or otherwiſe howſoever, that then and from thenceforth the ſaid Term and Eſtate of 500 Years laſt mentioned ſhall ceaſe and determine; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *C. D.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *A. H.* her Heirs and Aſſigns, by theſe Preſents, that he the ſaid *C. D.* hath not at any Time heretofore made, done or committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Means or Reaſon whereof the ſaid undivided third Part (the whole into three equal Parts to be divided) of all the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments herein before mentioned to be veſted in the ſaid *C. D.* and *E. F.* and their Heirs as aforeſaid, or any Part or Parcel thereof, is, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever; *one* Indenture tripartite of Demiſe bearing Date, *&c.* and made or mentioned to be made between the ſaid *A. B.* of the firſt Part, the ſaid *C. D.* and *E. F.* of the ſecond Part, and *T. S.* of, *&c.* and *V. W.* of, *&c.* of the third Part, whereby the ſaid undivided third Part of the ſaid Manors and Premiſſes, among others, were by the ſaid *A. B. C. D.* and *E. F.* demiſed to the ſaid *T. S.* and *V. W.* for a Term of 1000 Years, for ſecuring the Payment of the Sum of 4000 *l* and Intereſt, at a Day now long ſince paſt (which ſaid Term of 1000 Years, as to the ſaid undivided third Part of the ſaid Manors and Premiſſes herein before mentioned and intended to be hereby bargained and ſold, is intended to be aſſigned to a Truſtee, to attend the Uſes herein before limited and declared of the ſaid Premiſſes, and the ſaid 4000 *l.* is agreed to remain charged and ſecured by the Remainder of the Lands comprized in the ſaid Term of 1000 Years) only excepted and foreprized. *And* the ſaid *E. F.* *&c.* (*the like Covenant from* E. F.) or otherwiſe howſoever, except as before excepted. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *A. H.* her Heirs and Aſſigns, and every of them by theſe Preſents, in Manner and

Form following, that is to ſay, That for and notwithſtanding any Act, Matter or Thing done or committed by the ſaid *A. B.* and *E.* his Wife, *H. H.* deceaſed, Father of the ſaid *Elizabeth*, *R. E.* deceaſed, the Grandfather of the ſaid *Elizabeth*, *A. E.* Father of the ſaid *R.* and Sir *W. E.* deceaſed, Grandfather of the ſaid *R.* *C. D.* and *E. F.* or by any or either of them, to the contrary, they the ſaid *A. B.* and *E.* his Wife, *C. D.* and *E. F.* ſome or one of them, now at the Time of the Enſealing and Delivery of theſe Preſents, is or are lawfully and rightfully ſeiſed of and in the ſaid undivided third Part (the whole into three equal Parts to be divided) of all the ſaid Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments herein before mentioned to be veſted in the ſaid *C. D.* and *E. F.* and their Heirs as aforeſaid, and every Part and Parcel thereof, with their Appurtenances, of a good, ſure, perfect, lawful, abſolute and indefeaſible Eſtate of Inheritance in Fee-Simple, without any Manner of Condition or Limitation to alter, change, determine or make void the ſame; *And alſo* that they the ſaid *A. B.* and *E.* his Wife, *C. D.* and *E. F.* or ſome or one of them now have or hath in him, her or themſelves, good Right, full Power, and lawful and abſolute Authority to bargain, ſell releaſe and convey the ſaid third Part of the ſaid Manors, Meſſuages, Farms, Lands and Hereditaments hereby conveyed and releaſed, or intended ſo to be, unto the ſaid *Y. Z.* and his Heirs, to and for the ſeveral Uſes, Intents and Purpoſes, and in Manner aforeſaid, according to the true Intent and Meaning of theſe Preſents; *And* that ſhe the ſaid *A. H.* her Heirs and Aſſigns, ſhall and lawfully may from Time to Time, and at all Times after Payment of the ſaid Sum of 8400 *l.* according to the Proviſo for Payment thereof before mentioned, for ever thereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid third Part of the ſaid Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments hereby conveyed and releaſed, or intended ſo to be, with their and every of their Rights, Members and Appurtenances, without any lawful Let, Suit, Trouble, Claim or Demand whatſoever of or by the ſaid *A. B.* and *E.* his Wife, *C. D.* and *E. F.* or any or either of them, or their or any or either of their Heirs, or of or by any other Perſon or Perſons lawfully claiming or to claim by, from or under them, or any or either of them, or by, from or under the ſaid *H. H.* the ſaid *R. E.* *A. E.* and *W. E.* or any or either

Right to convey.

For quiet Enjoyment after Payment of the ſaid 8400 l.

That the ſame third Part of the Premiſſes ſhall be after Payment of the 8400 l. free from Incumbrances.

either of them; *And* that the ſame third Part of the ſame Manors, Meſſuages, Farms, Lands and Premiſſes, and every Part and Parcel thereof, now are and from Time to Time, and at all Times for ever hereafter, ſhall remain, continue and be, after Payment of the ſaid Sum of 8400 *l.* as aforeſaid, unto the ſaid *A. H.* her Heirs and Aſſigns, free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe ſaved, kept harmleſs and indemnified by the ſaid *A. B.* his Heirs or Aſſigns, of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Feoffments, Mortgages, Jointures, Dowers, Intails, Fees, Fines, Forfeitures, Iſſues, Seizures, Amerciaments, Statutes, Recognizances, Debts, Judgments, Extents, Executions, Rents and Arrearages of Rents, Acts, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever had, made, committed, done, acknowledged or ſuffered by the ſaid *A. B.* and *E.* his Wife, *C. D.* and *E. F.* or by any or either of them, or by the ſaid *H. H.* *R. E.* *A. E.* and *W. E.* or by any or either of them, *except* as before excepted; *And alſo* except one third Part of 16 *l.* the whole of ſeveral yearly Rents iſſuing out of all the ſaid Hereditaments and Premiſſes, or out of ſome Part thereof, or of ſuch other Rents as are now paid and allowed out of the ſame Premiſſes, which ſhall from henceforth grow due and payable; *And alſo* that they the ſaid *A. B.* and *E.* his Wife, *C. D.* and *E. F.* their Heirs, Executors or Adminiſtrators, and all and every other Perſon or Perſons whatſoever having or lawfully claiming, or that ſhall or may have or lawfully claim any Eſtate or Intereſt, Claim or Demand whatſoever, either in Law or Equity, of, in, to or out of all or any the ſaid third Part of the ſaid Manors, Meſſuages, Farms, Lands and Hereditaments herein before mentioned, from, by or under them the ſaid *A. B.* and *E.* his Wife, *C. D.* and *E. F.* or any or either of them, or by, from or under the ſaid *H. H.* *R. E.* *A. E.* and *W. E.* or any or either of them, ſhall and will from Time to Time, and at all Times after Payment of the ſaid 8400 *l.* as aforeſaid, within the Space of ten Years then next enſuing, at and upon the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *A. H.* her Heirs and Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other reaſonable Act and Acts, Thing and Things, Aſſurances and Conveyances in the Law whatſoever,

Exceptions.

For further Aſſurance after Payment of the ſaid 8400 l.

whatſoever, for the further, better and more perfect Aſſuring, Settling, Corroborating and Confirming all and ſingular the ſaid third Part of the Premiſſes herein before mentioned, to the Uſe of the ſaid *A. H.* her Heirs and Aſſigns for ever, as by the ſaid *A. H.* her Heirs or Aſſigns, or by her or their Counſel learned in the Law, ſhall be reaſonably adviſed, deviſed or required; ſo as ſuch further Aſſurance or Aſſurances contain in them no further or other Warranty or Covenants than againſt the Perſon or Perſons reſpectively making the ſame, or all Perſons claiming or to claim by, from or under him or them; and ſo as for the making the ſame, the Perſons who ſhall be required to make the ſame be not compelled to go or travel from his, her or their reſpective Place or Places of Habitation, at the Time of ſuch Requeſt to be made. [*Here were inſerted all the Covenants over again,* mutatis mutandis, *by* G. H. *and his Truſtees, in Reſpect to his third Part of the Premiſſes, without the Exception of the Mortgage for* 1000 *Years.*] *And* the ſaid *A. H.* for herſelf, her Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and agree to and with the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, that is to ſay, That ſhe the ſaid *A. H.* her Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 8400 *l.* in the Proviſo herein before contained and mentioned to be paid to them, at the Times and Place therein limited and appointed for Payment thereof, without any Abatement for Taxes, Aſſeſſments, or any other Matter, Cauſe or Thing whatſoever, as aforeſaid, according to the true Intent and Meaning of the ſaid Proviſo and theſe Preſents concerning the ſame; *And* that if Default ſhall happen to be made in Payment of the ſaid Sum of 8400 *l.* or any Part thereof, contrary to the ſaid Proviſo and Agreement for Payment of the ſame, then the ſaid *A. H.* her Heirs and Aſſigns, and all and every other Perſon or Perſons having or lawfully claiming or to claim any Eſtate, Right, Title or Intereſt of, in, to or out of the ſaid Moiety herein before limited to the Uſe of them the ſaid *C. D.* and *E. F.* as aforeſaid, of all the ſaid Manors, Meſſuages, Farms, Lands, Tenements and Hereditaments, or any Part thereof, ſhall and will from Time to Time, and at all Times hereafter, upon the Requeſt of the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators

*A. H.* covenants to pay the 8400 l.

If Default is made in Payment of the Money, to make further Aſſurance.

ſtrators or Aſſigns, but at the proper Coſts and Charges of the ſaid *A. H.* her Heirs or Aſſigns, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, for the further, better and more perfect and abſolute Conveying and Aſſuring the ſaid Moiety of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, for and during all the then Reſidue and Remainder of the ſaid Term of 500 Years herein before limited to them, which ſhall be then to come and unexpired, *As* by the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, or their Counſel learned in the Law, ſhall be reaſonably adviſed, deviſed or required; *And* that it ſhall and may be lawful to and for the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns from Time to Time, and at all Times during the Remainder of the ſame Term of 500 Years, from and after Default ſhall happen to be made in Payment of the ſaid Sum of 8400 *l.* in the Covenant and Proviſo herein before mentioned and contained, or any Part thereof, at the Times and Place before limited and appointed for Payment thereof, peaceably and quietly to have, hold, occupy, poſſeſs and enjoy the ſaid Moiety of the ſaid Manors, Meſſuages, Farms, Lands, Hereditaments and Premiſſes herein before mentioned to be limited to them, with their Appurtenances, and the Rents, Iſſues and Profits thereof, to have, receive and take to and for their own Uſe and Behoof, *upon the Truſt* afore mentioned concerning the ſaid 8000 *l.* and without the lawful Let, Suit, Moleſtation or Hindrance of the ſaid *A. H.* or any other Perſon or Perſons whatſoever.

That *C. D.* and *E. F.* after Default of Payment of the Money ſhall quietly enjoy one Moiety of the Eſtate.

*And* it is hereby declared and agreed by the ſaid *A. B.* *C. D.* and *E. F.* for themſelves reſpectively, and their reſpective Executors, Adminiſtrators and Aſſigns, to and with the ſaid *A. C.* her Heirs and Aſſigns, that until Default ſhall happen to be made in Payment of the ſaid 8400 *l.* before mentioned, or ſome Part thereof, at the Times and Place before appointed for Payment thereof, contrary to the true Intent and Meaning of theſe Preſents, it ſhall and may be lawful to and for the ſaid *A. H.* her Heirs and Aſſigns, peaceably and quietly to have, hold and enjoy the ſaid Moiety or Half-Part (the ſame into two equal Parts to be divided) of all the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances

Until Default of Payment of the ſaid 8400 l. *A. H.* to enjoy a Moiety of the Premiſſes.

tenances herein before limited to the Uſe of them the ſaid *C. D.* and *E. F.* and the Rents, Iſſues and Profits thereof, to have, receive and take to her and their own Uſe, without the lawful Let, Moleſtation or Hindrance of or from the ſaid *A. B. C. D.* and *E. F.* their Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons lawfully claiming or to claim, by, from or under them or any of them. [*Here were inſerted the ſame Covenants over again,* mutatis mutandis, *from* A. H. *to* E. F. *and* J. J. *for ſecuring the Payment of the* 6300 *l. on the other Moiety of the Premiſſes.*] In Witneſs, *&c.*

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## *A Conveyance, by Leaſe and Releaſe, of Fee-farm Rents, willed to be ſold for the Benefit of the Teſtator's younger Children, by his Widow and Heir at Law, to Truſtees, in Truſt for a Man and his Wife, and the Heirs of the Wife, in Purſuance of a Decree of the Court of Chancery.*

THIS *Indenture of five Parts,* made, *&c.* between *A. B.* of *&c.* Widow and Executrix of the laſt Will and Teſtament of *B. B.* late of, *&c.* deceaſed, of the firſt Part, *C. B.* of, *&c.* Spinſter, *B. W.* of, *&c.* and *K.* his Wife, *N. J.* of, *&c.* and *S.* his Wife, and *D. B.* of, *&c.* Spinſter, which ſaid *C. B. K. W.* and *S. J.* and *D. B.* together with *E. B.* and *F. B.* Infants, under the Age of twenty-one Years, are ſix of the Children of the ſaid *B. B.* by the ſaid *A.* his Wife, of the ſecond Part, *O. B.* of, *&c.* eldeſt Son and Heir of the ſaid *B. B.* who was the only Son and Heir of *W. B.* late of, *&c.* deceaſed, of the third Part, *D. D.* of, *&c.* and *M.* his Wife, of the fourth Part, and *G. H.* of, *&c.* and *J. K.* of, *&c.* of the fifth Part. *Whereas* the ſaid *B. B.* in and by his laſt Will and Teſtament in Writing, bearing Date, *&c.* did, among other Things, Will that his Fee-farm Rents in, *&c.* ſhould be ſold, and the Produce thereof, with the Reſt of his perſonal Eſtate, ſhould be equally divided amongſt his ſix younger Children, the ſaid *C. K. S. D. E.* and *F.* but in Caſe any of them ſhould die before their Marriage, or before they attained the Age of twenty-one Years, which ſhould firſt happen, then ſuch Share ſhould be divided among the reſt of them, and thereby appointed the ſaid *A.* his Recital of the Teſtator's Will.

Wife, their Guardian and ſole Executrix of his ſaid Will, as in and by the ſaid Will proved by the ſaid *A.* his Wife, in the Prerogative Court of *Canterbury*, and now remaining there, Relation being thereunto had, may appear:

Of a Bill in Chancery.

*And whereas* in *Eaſter* Term in the Year of our Lord, *&c.* the ſaid *C. B. B. W.* and *K.* his Wife, the ſaid *S. B.* (now the Wife of the ſaid *N. J.*) *D. B.* an Infant, *E. B.* an Infant, and *F. B.* an Infant, by the ſaid *A. B.* their Mother and next Friend, and the ſaid *A. B.* Widow, Complainants, did exhibit their Bill in the High and Honourable Court of Chancery, againſt the ſaid *O. B.* Defendant, reciting the Will of the ſaid *B. B.* and that the ſaid *B. B.* was, at the Time of his Death, ſeiſed in Fee of the ſeveral Fee-farm Rents in the ſaid Will, Bill and herein after particularly mentioned; and praying a Sale of the ſame Fee-farm Rents, and that the ſaid Defendant *O. B.* might join in ſuch Sale, and that the Money ariſing thereby might be paid to or for the Benefit of ſuch of the ſaid Plaintiffs as ſhould be intitled thereto, according to the Will of the ſaid Teſtator: To which ſaid Bill the ſaid *O. B.* put in his Anſwer, whereupon the ſaid Cauſe came on to be heard before the Right Honourable the Maſter of the Rolls, on *Friday* the —— Day of —— laſt paſt, before the Day of the Date of theſe Preſents,

Decree.

who thereupon did think fit, and ſo order and decree, that the ſaid Fee-farm Rents ſhould be ſold with the Approbation of Mr. *B.* one of the Maſters of the ſaid Court, to the beſt Purchaſer or Purchaſers that could be got for the ſame, in which Sale the ſaid Defendant was to join, and the Money ariſing by ſuch Sale was to be divided into ſix equal Parts, and the Share thereof belonging to the Plaintiff *K. W.* was to be paid to the ſaid *A. B.* her Mother, and the Shares thereof belonging to the Plaintiffs *C.* and *B.* were to be paid to them reſpectively, and the Shares thereof belonging to the Plaintiffs *D. E.* and *F.* the Infants, reſpectively, were to be for their reſpective Benefits placed out at Intereſt upon Government or other good Security, with the Approbation of the ſaid Maſter, in the Name of the Plaintiff *A. B.* ſhe declaring the Truſt thereof ſubject to the Contingencies in the ſaid Teſtator's Will, and to the further Order of the ſaid Court; and the ſaid Plaintiffs the Infants, are, upon their attaining to their reſpective Ages of twenty-one Years, to be at Liberty to apply to have their ſaid Shares paid to them reſpectively.

Maſter's Report.

*And whereas* the ſaid Maſter *B.* by his Certificate or Report made in the ſaid Cauſe, bearing Date, *&c.*

*&c.* did certify, that the ſaid *G. H.* in the Name and on the Behalf of the ſaid *D. D.* propoſed to give for the ſaid Fee-farm Rents in the ſaid Decree mentioned, the Price or Sum of 820 *l.* which was the moſt that had then been bid for the ſame; the ſaid Maſter did therefore approve and allow of the ſaid *G. H.* in the Name and on the Behalf of the ſaid *D. D.* the beſt Purchaſer of the ſaid Fee-farm Rents, according to the Particular thereof produced before him, at the ſaid Price of 820 *l.* *And whereas* the ſaid Maſter's Report hath ſince been duly confirmed; *And whereas* by a ſubſequent Order made in the ſaid Cauſe, by his ſaid Honour the Maſter of the Rolls, bearing Date the 25th Day of *January* laſt paſt, before the Day of the Date of theſe Preſents, reciting in Part the ſaid recited Decree, and that the ſaid Fee-farm Rents had been ſold at the Sum of 820 *l.* and in Regard the Plaintiff *A. B.* was Guardian to the ſaid Plaintiffs, the Infants, and Executrix of of their ſaid Father's Will, and that no Directions being given by the ſaid Decree, to whom their reſpective Shares thereof were to be paid, in Order to be placed out at Intereſt, and the Purchaſer refuſing to lay out the ſaid Infants Shares thereof, his ſaid Honour did thereby order that the Purchaſer of the ſaid Fee-farm Rents ſhould pay the Plaintiffs *D. B. E. B.* and *F. B.* their reſpective Shares of the Money ariſing by Sale thereof to the ſaid *A. B.* their Guardian, to be by her placed out according to the ſaid Decree, as in and by the ſaid Bill, Anſwer, Decree, Report and Orders duly filed, entred and inrolled in the ſaid Court of Chancery, Relation being thereunto reſpectively had, may more fully and at large appear. *And whereas* the ſaid Sum of 820 *l.* being directed by the ſaid Decree to be divided into ſix equal Parts or Shares, each Share or Part thereof (the ſame into ſix equal Parts or Shares divided) will amount to the Sum of 136 *l.* 13 *s.* 4 *d.* *And whereas* the ſaid *D. B.* ſince the ſaid Decree, hath attained her Age of twenty-one Years; *And whereas J. P.* of, *&c.* the former Truſtee, with the ſaid *G. H.* is dead, and the ſaid *D. D.* and *M.* his Wife, have named the ſaid *J. K.* a Truſtee with the ſaid *G. H.* in the Room and Stead of the ſaid *J. P.* *Now this Indenture witneſſeth*, That in Purſuance and Obedience of the ſaid recited Decree, Maſter's Report and Order of the 25th Day of *January*, &c. and for and in Conſideration of the Sum of 136 *l.* 13 *s.* 4 *d.* of good and lawful Money of *Great Britain* (the Share of the ſaid Plaintiff *K. W.* of the ſaid Sum of 820 *l.*) and of the further Sums of 136 *l.* 13 *s.* 4 *d.* and 136 *l.* 13 *s.* 4 *d.* of like lawful Money (the two Parts or Shares

The Report confirmed. A ſubſequent Order.

How much each Share of the Purchaſe will amount to, &c.

Conſideration.

Shares of the ſaid Plaintiffs *E. B.* and *F. B.* the Infants, of the ſaid Sum of 820 *l.*) to the ſaid *A. B.* their Mother in Hand by the ſaid *G. H.* and *J. K.* at or before the Enſealing and Delivery of theſe Preſents, well and truly paid, to be by the ſaid *A. B.* placed out according to the ſaid Decree; and of the further Sum of 136 *l.* 13 *s.* 4 *d.* (the Part or Share of the ſaid Plaintiff *C. B.* of the ſaid Sum of 820 *l.*) to the ſaid *C. B.* in Hand by the ſaid *G. H.* and *J. K.* alſo well and truly paid, at or before the Enſealing and Delivery of theſe Preſents; and of the further Sum of 136 *l.* 13 *s.* 4 *d.* (the Part or Share of them the ſaid *N. J.* and *S.* his Wife, of the ſaid Sum of 820 *l.*) to the ſaid *N. J.* and *S.* his Wife, in Hand by the ſaid *G. H.* and *J. K.* alſo well and truly paid at or before the Enſealing and Delivery of theſe Preſents; and of the further Sum of 136 *l.* 13 *s.* 4 *d.* the Part or Shares of the ſaid *D. B.* of the ſaid Sum of 820 *l.*) to the ſaid *D. B.* in Hand by the ſaid *G. H.* and *J. K.* alſo well and truly paid, at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment of which ſaid ſeveral Sums of 136 *l.* 13 *s.* 4 *d.* 136 *l.* 13 *s.* 4 *d.* 136 *l.* 13 *s.* 4 *d.* 136 *l.* 13 *s.* 4 *d.* 136 *l.* 13 *s.* 4. and 136 *l.* 13 *s.* 4 *d.* amounting in the whole to the Sum of 820 *l.* the ſaid *A. B. C. B. N. J.* and *S.* his Wife, and *D. B.* do hereby reſpectively confeſs and acknowledge, and hereby declare the ſame to be in full for the abſolute Purchaſe of the Fee-ſimple and Inheritance of the ſeveral Fee-farm Rents in the ſaid Decree, Maſter's Report, and herein after mentioned, and by theſe Preſents bargained and ſold, and of and from the Payment of the ſame, and every Part and Parcel thereof, do and each and every of them doth releaſe, acquit and diſcharge the ſaid *G. H.* and *J. K.* their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, for ever by theſe Preſents, which ſaid Sum of 820 *l.* is Part of the Truſt Money and Eſtate of the ſaid *D. D.* and the ſaid *M.* his Wife, in the Hands of the ſaid *G. H.* and *J. K.* in Order for the Purchaſing of Lands, Tenements or Hereditaments; and which ſaid Sum of 820 *l.* is paid by the ſaid *G. H.* and *J. K.* to the ſaid *A. B. C. B. N. J.* and *S.* his Wife, and *D. B.* by the Conſent and Direction of the ſaid *D. D.* and *M.* his Wife (teſtified by their being Parties to and executing theſe Preſents), and alſo for and in Conſideration of the Sum of 5 *s.* a-piece of good and lawful Money of *Great Britain* to the ſaid *A. B.* and *O. B.* in Hand by the ſaid *G. H.* and *J. K.* paid, at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *A. B.* and *O. B.* do hereby reſpectively confeſs and acknowledge, and do by theſe Preſents releaſe and diſcharge the ſaid G. H. and *J. K.* their Heirs, Executors and Adminiſtrators, from the Payment of the ſame, they the ſaid *A. B.* and *O. B. Have*, and each of them *Hath*, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents *Do*, and each of them *Doth* (by the Conſent and Direction of the ſaid *C. B. B. W.* and *K.* his Wife, *N. J.* and *S.* his Wife, and *D. B.* and at the Nomination and Appointment of the ſaid *D. D.* and *M.* his Wife, teſtified by their being Parties to, and executing theſe Preſents) bargain, ſell, alien, releaſe and confirm unto the ſaid *G. H.* and *J. K.* (in their actual Poſſeſſion now being, by Virtue of a Bargain and Sale to them thereof made by the ſaid *A. B.* and *O. B.* for 5 *s.* Conſideration, by Indenture bearing Date the Day next before the Day of the Date hereof, for one whole Year from the Day next before the Day of the Date thereof, and by Force of the Statute made for transferring of Uſes into Poſſeſſion) their Heirs and Aſſigns, *All*, &c. *To have and to hold* the ſaid ſeveral Fee-farm Rents, with all and ſingular their and every of their Rights, Privileges and Appurtenances, and all and every the Benefits, Advantages, and other the Premiſſes hereby bargained and ſold, or intended ſo to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *G. H.* and *J. K.* their Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *G. H.* and *J. K.* their Heirs and Aſſigns for ever; *In Truſt* nevertheleſs for the ſaid *D. D.* and *M.* his Wife, and the Heirs and Aſſigns of the ſaid *M.* for ever. *And* the ſaid *O. B.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and agree to and with the ſaid *G. H.* and *J. K.* their Heirs and Aſſigns, by theſe Preſents, that he the ſaid *O. B.* hath not at any Time heretofore made, done or committed any Act, Matter or Thing whatſoever, whereby or wherewith, or by Means or Occaſion whereof the ſaid ſeveral Fee-farm Rents and Premiſſes herein before mentioned to be hereby releaſed and confirmed, or any of them, is, are, ſhall or may be any ways impeached, charged or incumbred in Title, Charge, Eſtate or otherwiſe howſoever. *And* the ſaid *A. B.* for herſelf, her Heirs, Executors and Adminiſtrators, and for every of them, doth hereby covenant, promiſe and agree to and with the ſaid *G. H.* and *J. K.* their Heirs and Aſſigns, in Manner and Form following, that is to ſay, That (for and notwithſtanding any Act, Matter or Thing by her the ſaid *A. B.* or by them

Releaſe.

Habendum.

The Heir at Law covenants that he hath not done any Act to incumber.

The Widow covenants that notwithſtanding any Act done by her, the Teſtator or his Father, ſhe or the Heir at Law is lawfully ſeiſed.

them the ſaid *B. B.* and *W. B.* his Father, both deceaſed, done, committed or ſuffered to the contrary) they the ſaid *A. B.* and *O. B.* or one of them, at the Time of the Enſealing and Delivery of theſe Preſents, are and ſtand, or one of them is and ſtandeth, and ſo (until a good Eſtate of Inheritance in Fee-ſimple of and in the ſaid Premiſſes ſhall be veſted and ſettled in the ſaid *G. H.* and *J. K.* and their Heirs, *In Truſt* for the ſaid *D. D.* and *M.* his Wife, and the Heirs and Aſſigns of the ſaid *M.* for ever by the Execution of theſe Preſents) ſhall be and ſtand lawfully and rightfully ſeiſed of all and every the ſaid Fee-farm Rents and Premiſſes herein before mentioned and intended to be hereby bargained and ſold, and every of them, with their Appurtenances, of a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, to the Uſe of the ſaid *A. B.* and *O. B.* or one of them, their or one of their Heirs, without any Condition, Truſt, Power of Revocation or Limitation of Uſe or Eſtate, or any other Matter, Cauſe or Thing whatſoever, to alter, change, charge, determine, incumber, defeat or evict the ſame Eſtate; *Except* the Truſt thereof created in and by the ſaid Will of the ſaid *B. B.* deceaſed, for the Purpoſes therein mentioned; *And* that, for and notwithſtanding any ſuch Act, Matter or Thing done or committed as aforeſaid, they the ſaid *A. B.* and *O. B.* now have, or one of them hath, in herſelf or himſelf, full Power, good Right, true, lawful and abſolute Authority to bargain and ſell all and ſingular the Rents and Premiſſes herein before mentioned and intended to be hereby conveyed, and every Part and Parcel thereof, with their Appurtenances, unto and to the Uſe of the ſaid *G. H.* and *J. K.* and their Heirs, *In Truſt* for the ſaid *D. D.* and *M.* his Wife, and the Heirs and Aſſigns of the ſaid *M.* for ever, according to the true Intent and Meaning of theſe Preſents; *And alſo*, that the ſaid *G. H.* and *J. K.* and their Heirs, *In Truſt* for the ſaid *D. D.* and *M.* his Wife, and the Heirs and Aſſigns of the ſaid *M.* ſhall and lawfully may from Time to Time and at all Times for ever hereafter, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Premiſſes herein before mentioned or intended to be hereby bargained and ſold, and every Part and Parcel of them, with their and every of their Appurtenances, and to receive, have, take and enjoy all and ſingular the Rents, Iſſues and Profits of them and of every of them, *In Truſt* for the ſaid *D. D.* and *M.* his Wife, and the Heirs

Right to ſell.

For quiet Enjoyment.

Heirs and Aſſigns of the ſaid *M.* without any Let, Suit, Trouble, Expulſion, Diſturbance, Interruption, Incumbrance, Claim or Demand of or by the ſaid *A. B.* and *O. B.* or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or by any other Perſon or Perſons whatſoever, lawfully claiming or to claim by, from or under them the ſaid *A. B.* and *O. B. B. B.* and *W. B.* any or either of them, their or any of their Acts, Right, Title, Intereſt, Privity, Conſent or Procurement; *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgages, Statutes, Recognizances, Debts to the King's Majeſty, Debts upon Record, Judgments, Extents, Executions, Annuities, Rents-Charges, Rents-Seck, Arrearages of Rents, Jointures, Dowers, Right and Title of Dower, Uſes, Wills, Intails, Fines, Poſt-Fines, Iſſues, Amerciaments, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever (*Except* a Term of 1000 Years of the ſaid Rents and Premiſſes, now ſtanding out and intended to be aſſigned to attend the Inheritance of the Premiſſes hereby conveyed) had, made, committed, done or ſuffered by the ſaid *A. B.* and *O. B.* the ſaid *B. B.* and *W. B.* both deceaſed, or any or either of them, or by any other Perſon or Perſons whatſoever lawfully claiming or to claim by, from or under them, or any of them; *And* that the ſaid *A. B.* and *O. B.* reſpectively, and their reſpective Heirs and Aſſigns, and all and every other Perſon and Perſons now having or lawfully claiming, or which ſhall or may have or claim any Manner of Eſtate, Right, Title or Intereſt, in, unto or out of the Premiſſes herein before mentioned and intended to be hereby bargained, ſold and conveyed, or any Part thereof, by, from or under them, or any of them, or the ſaid *B. B.* and *W. B.* both deceaſed, or either of them, ſhall and will from Time to Time, and at all Times hereafter, at the reaſonable Requeſt of the ſaid *G. H.* and *J. K.* their Heirs and Aſſigns, but at the Coſts and Charges of the ſaid *D. D.* and *M.* his Wife, and the Heirs and Aſſigns of the ſaid *M.* make, do, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other Act and Acts, Thing and Things, Device and Devices, Aſſurance and Aſſurances in the Law whatſoever, for the further, better and more perfect and abſolute Conveying, Aſſuring, Ratifying and

Free from Incumbrances.

Except a Term of 1000 Years.

For further Aſſurance.

Confirming of all and ſingular the Premiſſes herein before mentioned to be hereby conveyed, with the Appurtenances, unto the ſaid *G. H.* and *J. K.* and their Heirs, *in Truſt* for the ſaid *D. D.* and *M.* his Wife, and the Heirs and Aſſigns of the ſaid *M.* for ever, according to the true Intent and Meaning of theſe Preſents, be it by Fine or Fines, Recovery or Recoveries, with ſingle, double or treble Voucher or Vouchers, Feoffment, Releaſe, Deed or Deeds inrolled or not inrolled, or by all or any of thoſe Ways or Means, or by any other lawful and reaſonable Ways or Means whatſoever, and in ſuch Manner and Form as by the ſaid *G. H.* and *J. K.* or their Heirs, or their Counſel learned in the Law ſhall be reaſonably deviſed or adviſed and required; Provided and ſo as ſuch further Aſſurances required by theſe Preſents contain in them no further or other Warranty or Covenants than are on the Behalf of the reſpective Parties reſpectively contained in theſe Preſents, and ſo as the Party or Parties, that by Force of theſe Preſents are to make ſuch further Aſſurance and Aſſurances, be not compelled or compellable to travel from the reſpective Places of their Abode for the doing the ſame beyond the Cities of *London* and *Weſtminſter*. *And* it is hereby declared and agreed by and between all and every the ſaid Parties to theſe Preſents, that all and every Fine and Fines, Common Recovery and Common Recoveries, or other Conveyances and Aſſurances in the Law whatſoever, either already had, made, levied, acknowledged, executed or ſuffered, or hereafter to be had, made, levied, acknowledged, executed or ſuffered of the ſaid ſeveral Rents and Premiſſes herein before mentioned and intended to be hereby conveyed, or any Part or Parcel of them, by or between the ſaid Parties to theſe Preſents, or any of them, or whereto they or any of them are, is or ſhall be Party or Parties, ſhall be and enure, and were, are and ſhall be intended, and ſhall be conſtrued, deemed and taken to be and enure, and is and are hereby declared to have been at the Time of the levying, ſuffering, making or executing thereof, meant and intended to be and enure, to the only proper Uſe and Behoof of the ſaid *G. H.* and *J. K.* their Heirs and Aſſigns for ever; *in Truſt* for the ſaid *D. D.* and *M.* his Wife, and the Heirs and Aſſigns of the ſaid *M.* for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

All Fines, &c. to enure to the Uſe of the Truſtees, &c.

## *A Conveyance, by Leaſe and Releaſe, of an Eſtate by a Lady before Marriage to Truſtees, in Truſt to be ſold, and the Money ariſing by Sale thereof is to be applied to ſuch Uſes as are mentioned in her Marriage Settlement.*

THIS *Indenture Tripartite*, made, *&c.* between *A. B.* of, *&c.* of the firſt Part, *C. D.* of, *&c.* of the ſecond Part, and *E. F.* of, *&c.* *G. H.* of, *&c.* *J. K.* of, *&c.* and *L. M.* of, *&c.* of the third Part. *Whereas* a Marriage is (by God's Permiſſion) ſhortly intended to be had and ſolemnized between the ſaid *C. D.* and *A. B.* and upon the Treaty of the ſaid Marriage it hath, among other Things, been agreed, that the Cuſtomary Meſſuage, Lands and Hereditaments herein after mentioned to be hereby releaſed, ſhall be veſted in the ſaid *E. F.* *G. H.* *J. K.* and *L. M.* and their Heirs; *in Truſt* to ſell and diſpoſe thereof, and apply the Monies ariſing thereby in Manner herein aftermentioned: *Now this Indenture witneſſeth*, that in Conſideration of the ſaid intended Marriage, and of the Sum of 10 *s.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand, at or before the Enſealing and Delivery of theſe Preſents, well and truly paid by the ſaid *E. F.* *G. H.* *J. K.* and *L. M.* the Receipt whereof is hereby acknowledged, ſhe the ſaid *A. B.* *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *E. F.* *G. H.* *J. K.* and *L. M.* (in their actual Poſſeſſion now being by Virtue of a Bargain and Sale to them thereof made by the ſaid *A. B.* for 5 *s.* Conſideration, by Indenture bearing Date the Day next before the Day of the Date hereof, for one whole Year from the Day next before the Day of the Date thereof, and by Force of the Statute made for transferring of Uſes into Poſſeſſion) his Heirs and Aſſigns, *All* that, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes, and alſo all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Poſſeſſion, Claim and Demand whatſoever of her the ſaid *A. B.* of, in or unto the ſame Premiſſes, together with all Deeds, Evidences and Writings whatſoever touching or concerning the ſame, in her Cuſtody or Power, or which ſhe can come at without Suit in Law or Equity; *To have and to hold* the

Recital of a Marriage intended, &c.

Conſideration.

Grant.

Habendum.

the ſaid Cuſtomary Meſſuage, Tenement or Farm, Yard-Land, Pieces or Parcels of Meadow or Paſture Ground, and all and ſingular other the Premiſſes hereby bargained and releaſed, or meant, mentioned or intended to be hereby bargained and releaſed, with their and every of their Appurtenances, and every Part and Parcel thereof, unto the ſaid *E. F. G. H. J. K.* and *L. M.* their Heirs and Aſſigns, to the Uſes following, that is to ſay, *To the Uſe* of the ſaid *A. B.* and her Heirs in the mean Time, until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization thereof, then *to the Uſe* of the ſaid *E. F. G. H. J. K.* and *L. M.* their Heirs and Aſſigns; *in Truſt* nevertheleſs, and to the End, Intent and Purpoſe, that the ſaid *E. F. G. H. J. K.* and *L. M.* and the Survivors and Survivors of them, and his Heirs, ſhall and do, together with the ſaid *C. D.* if living, and after his Deceaſe, with the Conſent of the ſaid *A. B.* his intended Wife, if then living, teſtified in Writing ſigned with her proper Hand, whether Covert or Sole, and afterwards, at their own Will and Pleaſure, ſell and diſpoſe of the ſaid Cuſtomary Meſſuage, Lands and Premiſſes mentioned to be hereby releaſed as aforeſaid, for the beſt Price or Prices that can be reaſonably had or gotten for the ſame, and do and ſhall apply all and every Sum and Sums of Money ariſing by Sale of all or any Part of the ſaid Cuſtomary Meſſuage, Lands and Premiſſes mentioned to be hereby releaſed, to and for ſuch Uſes, Intents and Purpoſes, as in and by a certain Indenture quadriparte of Settlement already prepared, bearing even Date herewith, and mentioned to be made between the ſaid *C. D.* of the firſt Part, the ſaid *A. B.* of the ſecond Part, the ſaid *E. F.* and *G. H.* of the third Part, and the ſaid *J. K.* and *L. M.* of the fourth Part, are expreſſed, declared and provided concerning the ſame, and to or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever: *Provided* always, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, and of the Parties hereunto, that the Acquittance or Receipt of the ſaid *E. F. G. H. J. K.* and *L. M.* or the Survivors or Survivor of them, or the Heirs of ſuch Survivor, for all or any Part of the Purchaſe-Money of all or any Part of the ſaid Cuſtomary Meſſuage or Tenement, Lands and Premiſſes mentioned to be hereby releaſed, or intended to be ſold as aforeſaid, ſhall be a full, ſufficient and effectual Diſcharge for the ſame, to the Purchaſer or Purchaſers thereof, his, her or their

To the Uſe of the Lady till the Marriage, and then to the Uſe of the Truſtees for them to ſell, &c.

Proviſo that the Truſtees Receipt ſhall be good for the Purchaſe-Money.

their Heirs, Executors, Adminiſtrators and Aſſigns, and that ſuch Purchaſer or Purchaſers ſhall not be anſwerable for any Loſs or Miſapplication of ſuch Purchaſe-Money, or any Part thereof, ſo acknowledged to be received; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding: *Provided* always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and the true Intent and Meaning of theſe Preſents are, that in the mean Time, until the ſaid Cuſtomary Meſſuage or Tenement, Lands and Premiſſes mentioned to be hereby releaſed, ſhall be ſold and diſpoſed of as aforeſaid, the ſaid *C. D.* ſhall have full Liberty, Power and Authority, and that it ſhall and may be lawful to and for the ſaid *C. D.* by any Deed or Deeds indented from Time to Time, to demiſe, leaſe or grant the ſaid Cuſtomary Meſſuage or Tenement, Lands and Premiſſes mentioned to be hereby releaſed, or ſuch Part thereof as ſhall not have been ſold and diſpoſed of as aforeſaid to any Perſon or Perſons for any Term or Number of Years not exceeding the Term of twenty-one Years from the making the ſame, ſo as upon every ſuch Demiſe, Leaſe or Grant there be reſerved to continue due and payable during the Term to be thereby demiſed, the beſt and moſt improved yearly Rent that can be reaſonably had or gotten for the ſame, ſo as the Leaſe or Leaſes, or any of them, be not made diſpuniſhable of Waſte by any expreſs Clauſe therein to be contained, and ſo as the Leſſee and Leſſees, to whom ſuch Leaſe and Leaſes be made, ſeal and execute Counterparts of ſuch Leaſe and Leaſes.

Until Sale the Gentleman to let Leaſes of the Premiſſes for any Term not exceeding twenty-one Years.

*And* the ſaid *A. B.* for herſelf, her Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *E. F. G. H. J. K. L. M.* their Heirs and Aſſigns, and every of them by theſe Preſents, that ſhe the ſaid *A. B.* ſhall and will from Time to Time, and all Times hereafter, (in Caſe the ſaid intended Marriage ſhall take Effect) at the Requeſt of the ſaid *E. F. G. H. J. K.* and *L. M.* or the Survivors or Survivor of them, or his Heirs, join in ſuch Sale or Sales of all or any Part of the ſaid Cuſtomary Meſſuage or Tenement, Lands, Hereditaments and Premiſſes mentioned to be hereby releaſed, as ſhall during her Life-time be made by the ſaid *E. F. G. H. J. K.* and *L. M.* or the Survivors or Survivor of them, and in all ſuch Conveyances and Aſſurances in the Law as ſhall by the Purchaſer or Purchaſers thereof reſpectively be reaſonably deviſed or required for Conveying and Aſſuring the ſame.

The Lady covenants (if the Marriage takes Effect) to join in the Sale.

That notwithſtanding any Act done by her ſhe is lawfully ſeiſed.

*And* the ſaid *A.B.* for herſelf, her Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *E.F. G.H. J.K.* and *L.M.* their Heirs and Aſſigns, and every of them by theſe Preſents, in Manner and Form following, (that is to ſay) That for and notwithſtanding any Act, Matter or Thing heretofore by the ſaid *A.B.* done, or wittingly or willingly ſuffered to the contrary, ſhe the ſaid *A.B.* at the Time of the Sealing and Delivery of this Indenture, is and ſtandeth lawfully and rightfully ſeiſed of the ſaid Cuſtomary Meſſuage or Tenement, Lands, Hereditaments and Premiſſes hereby releaſed, or mentioned or intended ſo to be, with their and every of their Appurtenances, of and in a good, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, without any Manner of Condition, Contingent, Proviſo, Power of Limitation of Uſe or Uſes, or other Reſtraint, Matter or Thing whatſoever, to defeat, alter, charge, change or determine the ſame; *And* that the ſaid *A.B.* (for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid) hath in herſelf good Right, full Power, lawful and abſolute Authority to grant, bargain, ſell and releaſe the ſaid Cuſtomary Meſſuage or Tenement, Lands, Hereditaments and Premiſſes, with their and every of their Appurtenances, unto the ſaid *E.F. G.H. J.K.* and *L.M.* their Heirs and Aſſigns, in Manner, and to and for the Uſes, and upon the Truſts aforeſaid, and according to the true Intent and Meaning of theſe Preſents; *And* that the ſaid Cuſtomary Meſſuage or Tenement, Lands, Hereditaments and Premiſſes hereby releaſed, or mentioned or intended ſo to be, and every of them, with their Appurtenances, ſhall or lawfully may from Time to Time, and at all Times hereafter, remain, continue and be to and for the ſeveral Uſes, Intents and Purpoſes, and upon the Truſts herein before declared, expreſſed or mentioned of and concerning the ſame; *And* ſhall and may accordingly be peaceably and quietly held and enjoyed, without the lawful Let, Suit, Trouble, Eviction, Interruption or Denial of the ſaid *A.B.* or of her Heirs, or of any other Perſon or Perſons whatſoever lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Cuſtomary Meſſuage or Tenement, Lands and Premiſſes, or any of them, or any Part thereof, by, from or under the ſaid *A.B.* or her Right, Title, Eſtate or Intereſt; *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from

Right to grant.

That the Premiſſes ſhall remain to the Uſes herein declared,

and quietly enjoyed.

Free from Incumbrances.

from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Jointures, Dowers, Uſes, Wills, Intails, Rents and Arrears of Rents, Statutes, Judgments, Recognizances, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, done, or wittingly or willingly ſuffered by the ſaid *A. B.* or by, through or with her Act, Means, Default, Procurement, Conſent or Privity: *And moreover*, that ſhe the ſaid *A. B.* and her Heirs, and all and every other Perſon and Perſons having or lawfully claiming any Eſtate, Right, Title, Truſt, or Intereſt of, in, to or out of the ſaid Cuſtomary Meſſuage or Tenement, Lands, Hereditaments and Premiſſes hereby releaſed, or mentioned or intended ſo to be, or any of them, or any Part thereof, by, from, under or in Truſt for her the ſaid *A. B.* ſhall and will from Time to Time and at all Times hereafter, upon the reaſonable Requeſt of the ſaid *E. F. G. H. J. K.* and *L. M.* their Heirs or Aſſigns, but at the proper Coſts and Charges in the Law of the ſaid *A. B.* her Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſes, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Conveying, Aſſuring and ſure Making of the ſaid Cuſtomary Meſſuage or Tenement, Lands, Hereditaments and Premiſſes hereby releaſed, or mentioned or intended ſo to be, with their and every of their Appurtenances, unto the ſaid *E. F. G. H. J. K.* and *L. M.* their Heirs and Aſſigns, to and for the Uſes, and upon the Truſts herein before mentioned, expreſſed and declared of and concerning the ſame, be the ſame by Fine or Fines, Feoffment or Feoffments, Recovery or Recoveries, or other Matter of Record or otherwiſe howſoever, as by the ſaid *E. F. G. H. J. K.* and *L. M.* their Heirs or Aſſigns, or their or any of their Counſel learned in the Law, ſhall be reaſonably adviſed or deviſed and required, ſo as ſuch further Aſſurances contain in them no further or other Covenants or Warranty than againſt the Perſon or Perſons who ſhall be required to make and execute the ſame, and his, her and their Heirs, Acts and Deeds reſpectively, and ſo as the Perſon or Perſons, who ſhall be required to make and execute the ſame, be not compelled or compellable to travel or go from the

For further Aſſurance.

the Place of his, her or their reſpective Abodes, for the doing thereof. *In Witneſs*, &c.

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## *Releaſe to make a Tenant of the Freehold, in Order to ſuffer ſix Recoveries.*

THIS *Indenture tripartite*, made, *&c.* between *A. B.* of, *&c.* of the firſt Part, *C. D.* of, *&c.* of the ſecond Part, and *C. E.* of, *&c.* of the third Part, *Witneſſeth*, that to the Intent and Purpoſe to bar all Eſtates-Tail, Reverſions and Remainders of and in the ſeveral Manors or Lordſhips, Hundred, Capital Meſſuages or Manſion-Houſes, Meſſuages, Farms, Lands, Rectories, Advowſons, Tithes, Tenements and Hereditaments herein after mentioned, and to veſt and ſettle the Inheritance thereof in Fee-ſimple in the ſaid *A. B.* and his Heirs, to his and their own Uſe and Behoof; and for and in Conſideration of the Sum of 10 *s.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge and confeſs, and for divers other good Cauſes and Conſiderations him thereunto moving, he the ſaid *A. B. Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *C. D.* (in his actual Poſſeſſion now being, by Virtue of a Bargain and Sale to him thereof made by the ſaid *A. B.* for 5 *s.* Conſideration, by Indenture bearing Date the Day next before the Day of the Day hereof, for one whole Year from the Day next before the Day of the Date thereof, and by Force of the Statute made for transferring of Uſes into Poſſeſſion) and to his Heirs and Aſſigns, *All* that the Manor of, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Claim and Demand whatſoever of him the ſaid *A. B.* of, in and to the ſame; *To have and to hold* the ſaid Manors or Lordſhips, Hundred, Capital Meſſuages or Manſion-Houſes, Meſſuages, Farms, Lands, Rectories, Advowſons, Tithes, Tenements, Hereditaments, and

all

all and ſingular other the Premiſſes hereby granted, bargained and ſold, or mentioned or intended to be hereby granted, bargained and ſold, with their and every of their Appurtenances, unto the ſaid *C. D.* his Heirs and Aſſigns, to the Uſe and Behoof of him the ſaid *C. D.* his Heirs and Aſſigns for ever, to the Intent and Purpoſe that he the ſaid *C. D.* ſhall and may be a perfect Tenant of the Freehold of the ſaid Manors or Lordſhips, Hundred, Capital Meſſuages or Manſion-Houſes, Meſſuages, Farms, Lands, Rectories, Advowſons, Tithes, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned, with their and every of their Appurtenances, until ſix ſeveral perfect Recoveries may be lawfully obtained and executed of the ſame Premiſſes againſt him the ſaid *C. D.* according to the uſual Courſe of Common Recoveries for the Aſſurance of Lands, in ſuch Manner and Form as by the ſaid *A. B.* or his Counſel learned in the Law ſhall be reaſonably deviſed or adviſed; *And* for that End he the ſaid *C. E.* ſhall and may, before the End of —— Term next enſuing the Date hereof, ſue forth and proſecute againſt the ſaid *C. D.* ſix or more Writs of Entry *ſur Diſſeiſin in le poſt*, returnable before his Majeſty's Juſtices of the Common Pleas at *Weſtminſter*, whereby the ſaid *C. E.* ſhall demand againſt the ſaid *C. D.* the ſaid Manors or Lordſhips, Hundred, Capital Meſſuages or Manſion-Houſes, Meſſuages, Farms, Lands, Rectories, Advowſons, Tithes, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before granted, bargained and ſold, with their and every of their Appurtenances, by ſuch Name or Names, Quantity or Quantities, Quality or Qualities, Contents and Numbers of Acres and other Deſcriptions, as ſhall effectually comprehend the ſame, or as to the ſaid *A. B.* or his Counſel learned in the Law ſhall ſeem meet and convenient; to which Writs he the ſaid *C. D.* ſhall appear *Gratis*, and ~~enter into Warranty, and~~ ſhall vouch to warranty the ſaid *A. B.* who ſhall likewiſe appear *Gratis*, either in Perſon or by Attorney, and enter into Warranty, and ſhall vouch over the Common Vouchee, who ſhall appear, and after Imparlance being had, ſhall make Default, whereby ſix ſeveral perfect Judgments may be had and given for the ſaid *C. E.* the Demandant, to recover the ſaid Manors or Lordſhips, Hundred, Capital Meſſuages or Manſion-Houſes, Meſſuages, Farms, Lands, Rectories, Advowſons, Tithes, Tenements, Hereditaments and Premiſſes againſt the ſaid *C. D.* and for the ſaid *C. D.* to recover in

Value againſt the ſaid *A. B.* and for the ſaid *A. B.* to recover in Value againſt the Common Vouchee, according to the uſual Form and Courſe of Common Recoveries in ſuch Caſes uſed, and that the ſame Recoveries ſhall and alſo may, in due Form of Law, be executed by ſeveral Writs of Seiſin accordingly. *And* it is hereby covenanted, declared, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and every of them, and of theſe Preſents is, that all the Common Recoveries ſo to be had and perfected as aforeſaid, and all and ſingular other Recovery and Recoveries, and other Conveyances and Aſſurances whatſoever of the ſaid Premiſſes hereby granted, bargained and ſold, or mentioned or intended ſo to be, and every or any Part or Parcel thereof, hereafter to be had, made, ſuffered or executed of the ſaid Premiſſes, between the ſaid Parties to theſe Preſents, or any of them, or whereunto they or any of them ſhall be Party or Parties, and the Execution of the ſame, and alſo theſe Preſents, from and after the Perfecting the ſaid Common Recoveries, ſhall be and enure, and ſhall at all Times from and after the ſaid Recoveries, be adjudged, eſteemed and taken to be and enure, and the ſaid Recoveror and his Heirs, and all and every other Perſon or Perſons who now are, or at any Time hereafter ſhall be ſeiſed of the ſaid Premiſſes, or any Part or Parcel thereof, ſhall ſtand and be ſeiſed of the ſame, *To the only Uſe* and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

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## *A Releaſe of a Legacy.*

T*O all to whom* theſe Preſents ſhall come, I *E. S.* of, *&c.* ſend Greeting. *Whereas J. S.* late of, *&c.* did, in and by his laſt Will and Teſtament in Writing, bearing Date, *&c.* among other Legacies therein named, give and bequeath unto me the ſaid *E. S.* the Sum of 1500 *l.* and of his ſaid Will made his Wife *S. S.* his Sole Executrix: *And whereas* the ſaid *J. S.* is ſince dead, without altering or revoking his ſaid Will, and the ſaid *S. S.* hath ſince his Death proved his ſaid Will in the Prerogative Court of *Canterbury*, and taken upon herſelf the Burthen and Execution thereof, as in and by the ſaid Will and Probate thereof, Relation being thereunto had, may more fully appear: *Now theſe Preſents witneſs*, That I the ſaid *E. S.* for and in Conſideration of the Sum of 1500 *l.* of good and lawful Money of *Great Britain* to me in Hand paid by the ſaid *S. S.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt and Payment whereof I do hereby confeſs and acknowledge, and the ſaid *S. S.* her Executors, Adminiſtrators and Aſſigns, from the Payment of the ſame and every Part thereof, do by theſe Preſents for ever acquit, releaſe and diſcharge, *Have* remiſed, releaſed and for ever quit-claimed, and by theſe Preſents I the ſaid *E. S.* for myſelf, my Executors and Adminiſtrators, *Do* remiſe, releaſe, and for ever quit-claim unto the ſaid *S. S.* her Executors, Adminiſtrators and Aſſigns, and every of them, all and all Manner of Action and Actions, Cauſe and Cauſes of Actions, Suits, Accounts, Reckonings and Demands whatſoever, which I the ſaid *E. S.* can or may have, claim, challenge or demand, either againſt the Eſtate of the ſaid *J. S.* deceaſed, or the ſaid *S. S.* for or by Reaſon or Means of the ſaid Legacy of 1500 *l.* *In Witneſs*, &c.

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## *A Releaſe of a Judgment.*

WHereas *E. W.* late of, *&c.* did, as of *Eaſter* Term, which was in the ſixth Year of the Reign of, *&c.* in the Court of Common Pleas at *Weſtminſter*, recover againſt *A. B.* late of, *&c.* one Judgment upon a *Mutuatus* for 600 *l.* Debt and 40 *s.* Coſts of Suit, which Judgment was for ſecuring the ſaid *E. W.* his Executors, Adminiſtrators and Aſſigns, the Payment of the Sum of 370 *l.* 19 *s.* 6 *d.* principal Money, with lawful Intereſt for the ſame, upon the —— Day of, *&c.* as by the ſaid Judgment now remaining of Record in his now Majeſty's Court of Common Pleas, and a certain Deed Poll of Defeazance, bearing Date the 25th Day of *January*, *&c.* duly executed by and between the ſaid *A. B.* and *E. W.* Relation being thereunto reſpectively had, may more fully and at large appear: *And whereas* the ſaid *E. W.* is ſince dead, having firſt made his Laſt Will and Teſtament in Writing, and thereby appointed

*M. W.* of, *&c.* Spinſter, together with *S. W.* late of, *&c.* deceaſed, and *A.* (ſince deceaſed) the late Wife of *C. D.* of, *&c.* his three Daughters, Executors thereof, and the ſaid *M. W.* is now the only ſurviving Executrix of the ſaid *E. W.* deceaſed, and is thereby ſolely intitled to the Principal, Intereſt and Coſts due upon the ſaid Judgment: *And whereas* by Indenture bearing Date the twenty-firſt Day of, *&c.* made or mentioned to be made between the ſaid *M. W.* by the Name of *M. W.* of, *&c.* Spinſter, and *C. D.* of, *&c.* which ſaid *M. W.* is the ſurviving Executrix of the Laſt Will and Teſtament of her Father *E. W.* late of, *&c.* deceaſed, and ſurviving Adminiſtratrix of her Siſter *S. W.* late of, *&c.* Spinſter, deceaſed, who alſo in her Life-time was joint Executrix of the ſaid Laſt Will and Teſtament of the ſaid *E. W.* deceaſed, together with the ſaid *M.* and *A.* late Wife of the ſaid *C. D.* of the one Part, and *E. F.* of, *&c.* Spinſter, of the other Part, (*reciting as therein is recited*) they the ſaid *M. W.* and *C. D.* and each of them, as well for the better ſecuring unto the ſaid *E. F.* the Payment of the principal Sum of 2500 *l.* therein mentioned then due, and all Intereſt thereupon, as for ſecuring unto her the Reimburſement of the Sum of 700 *l.* therein alſo mentioned, and the Intereſt thereof, *Did* aſſign the ſaid Judgment, together with the ſaid Deed Poll of Defeazance, and all principal Money, Intereſt and Coſts thereupon, and upon either of them then due and to grow due, and all their and each of their Right, Title and Intereſt of, in and to the ſame: *And whereas* the ſaid *A. B.* died ſome Years ſince, having firſt made his Laſt Will and Teſtament in Writing, and thereby conſtituted the Lady *F. K.* and *T. C.* Eſquire, both ſince deceaſed, and *G. H.* Executors thereof; and the ſaid *G. H.* is now the only ſurviving Executor of the ſaid *A. B.*'s Will: *And whereas* the principal Money, Intereſt and Coſts due upon the ſaid Judgment do far exceed the Penalty thereof: *Now theſe Preſents witneſs*, That for and in Conſideration of the Sum of 602 *l.* of lawful Money of *Great Britain* to the ſaid *E. F.* in Hand well and truly paid by the ſaid *G. H.* as Executor of the ſaid *A. B.*'s Will, at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof ſhe doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *G. H.* his Executors and Adminiſtrators, by theſe Preſents; and alſo for and in Conſideration of the Sum of 5 *s.* a-piece of like lawful Money in Hand paid by the ſaid

*G. H.* to the ſaid *M. W.* and *C. D.* the Receipt whereof they do hereby reſpectively acknowledge, ſhe the ſaid *E. F.* by and with the Conſent and Direction of the ſaid *M. W.* and *C. D.* teſtified by their being Parties to, and Signing and Sealing of theſe Preſents, and alſo the ſaid *M. W.* as the ſurviving Executrix of the laſt Will and Teſtament of the ſaid *E. W.* and alſo as ſurviving Adminiſtratrix of her ſaid late Siſter *S. W.* and the ſaid *C. D. Have*, and each and every of them *Hath*, and by theſe Preſents *Do*, and each and every of them *Doth*, remiſe, releaſe, and for ever quit-claim unto the ſaid *G. H.* as ſurviving Executor of the ſaid *A. B.* and unto the Eſtate of the ſaid *A. B.* the ſaid before mentioned or recited Judgment, and all Principal Money, Intereſt and Coſts thereupon due and owing, or which might become due and owing, and the whole Benefit and Advantage thereof; and all and every the Right, Title, Intereſt, Benefit, Claim and Demand both at Law and in Equity of them the ſaid *E. F. M. W.* and *C. D.* and each and every of them, as ſhe the ſaid *M. W.* is ſurviving Executrix of her ſaid late Father's Will, and ſurviving Adminiſtratrix of her ſaid late Siſter *S. W.* or otherwiſe howſoever, and all and all Manner of Action and Actions, Suit and Suits, and Cauſe and Cauſes of Action and Suit, Bills, Bonds, Writings obligatory, Debts, Dues, Duties, Accounts, Reckonings, Sum and Sums of Money, Judgments, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, both at Law and Equity, or otherwiſe howſoever, which againſt the ſaid *G. H.* as Executor of the ſaid *A. B.* or againſt the Eſtate of the ſaid *A. B.* they, or any or either of them, or their, or any or either of their Executors, Adminiſtrators or Aſſigns, may, might or could have, claim, challenge or demand, as due to the Eſtate of the ſaid *E. W.* or otherwiſe, for or by Reaſon or Means of any other Matter, Cauſe or Thing whatſoever, from the Beginning of the World unto the Day of the Date of theſe Preſents. *In Witneſs*, &c.

## *A Releaſe of Dower.*

TO *all to whom* theſe Preſents ſhall come, *M. M.* of, *&c.* Widow and Relict and Executrix of the Laſt Will and Teſtament of *W. M.* late of, *&c.* deceaſed, ſendeth Greeting. *Whereas* the ſaid *W. M.* by his Bond or Obligation under his Hand and Seal, bearing Date, *&c.* became bound to *A. B.* of, *&c.* in the Penal Sum of —— with Condition thereunder written, that if the ſaid *A. B.* his Heirs and Aſſigns, ſhould at all Times quietly enjoy a Meſſuage or Tenement, *&c.* and therein mentioned to have been then lately purchaſed, or agreed to be purchaſed, by the ſaid *A. B.* free and clear of and from all ſuch Eſtate, Dower, Thirds, or other Right or Intereſt, as the ſaid *M.* the then Wife of the ſaid *W. M.* then had, or at any Time or Times thereafter ſhould or might have, claim or demand of, in, to or out of the ſame Premiſſes, or any Part thereof, and of and from all Manner of Incumbrances whatſoever, by him the ſaid *W. M.* done, committed, or knowingly or willingly omitted or ſuffered to be done; then the ſaid Obligation was to be void and of none Effect, otherwiſe to remain and be in full Force and Virtue, as in and by the ſaid in Part recited Bond or Obligation and Condition, Relation being thereto had, may more fully and at large appear: *Now know ye,* that in Conſideration that the ſaid *A. B.* about the Time of the Date of the ſaid Bond or Obligation, did actually, and for a full and valuable Conſideration, purchaſe the ſaid Premiſſes; and to the End and Intent that he the ſaid *A. B.* and his Heirs and Aſſigns, may from henceforth for ever hereafter, quietly enjoy the ſaid Premiſſes, freed and diſcharged of and from all Claims and Demands of or by the ſaid *M. M.* for or in Right, or in the Name, or by Means of Dower or Thirds, or any Settlement in Jointure or otherwiſe howſoever, according to the true Intent and Meaning of the ſaid Bond or Obligation and Condition; as alſo the better to enable him the ſaid *A. B.* and his Heirs, to ſell the ſaid Premiſſes, and to make a good Title thereto, at his and their Wills and Pleaſures; and for and in Conſideration of 5 *s.* of good and lawful Money of *Great Britain* to the ſaid *M. M.* in Hand paid by the ſaid *A. B.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *M. M. Hath* remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents *Doth* remiſe, releaſe, and for ever quit-claim unto the ſaid *A. B.* his Heirs and Aſſigns, as well all Actions of Dower, as alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, which ſhe the ſaid *M. M.* now hath or can claim, or ever had or could claim, or at any Time hereafter may or can have or claim for or in Right, or in the Name, or by Means of Dower or Thirds, or any Settlement in Jointure, or otherwiſe howſoever, of, in, to or out of the ſaid Meſſuage or Tenement, with the Appurtenances, or any Part thereof; *And* ſhe the ſaid *M. M.* hath alſo releaſed, and doth hereby alſo releaſe, *All* and every Part of the ſaid Meſſuage or Tenement and Premiſſes, with the Appurtenances thereof and therefrom, ſo that neither ſhe the ſaid *M. M.* or any other in her Name, or in her Right, ſhall or may at any Time hereafter have or claim any Action of Dower, or any Eſtate, Right, Title or Intereſt; but that ſhe the ſaid *M. M.* ſhall and may at all Times for ever hereafter, ſtand, remain and be abſolutely barred and excluded of and from all Actions of Dower, and all Eſtate, Right, Title and Intereſt for or in Right, or in the Name, or by Means of Dower or Thirds, or any Settlement in Jointure or otherwiſe howſoever, of, in, to or out of the ſaid Meſſuage or Tenement, with the Appurtenances, every or any Part or Parcel thereof. *In Witneſs*, &c.

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## *A Releaſe from one Truſtee in a Marriage Settlement to his Co-Truſtees.*

TO *all to whom* theſe Preſents ſhall come, the within named *R. J.* and *A. B.* ſend Greeting. *Whereas* the ſaid *A. B.* hath been in an ill State of Health, and for the Recovery of the ſame, hath been obliged to go into *France*, beyond the Seas: *And whereas* the ſaid *A. B.* hath not received any of the Rents and Profits of the within Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or otherwiſe acted in the ſaid Truſt: *And whereas* the within named *D.* the Wife of the ſaid *R. J.* is ſince dead, whereby the ſaid *R. J.* is become legally intitled to have a Reconveyance of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, to him and his Heirs, or as he or they ſhall direct and appoint: *And whereas* in order for ſuch Re-conveyance, it is propoſed, that the *A. B.* ſhould releaſe all his Truſt Eſtate, Title, Intereſt, and Claim to his Co-Truſtees, the within named *C. D.* and *E. F.* and their Heirs: *Now theſe Preſents witneſs*, that for and in Conſideration of 5 *s.* of, *&c.* to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* and *E. F.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *A. B. Hath* remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents *Doth*, by and with the Conſent, Direction and Appointment of the ſaid *R. J.* teſtified by his executing theſe Preſents, remiſe, releaſe, and for ever quit-claim unto the ſaid *C. D.* and *E. F.* and their Heirs, *All* his Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and Equity of him the ſaid *A. B.* of, in, to and out of all the Manors and Hereditaments within mentioned, with their and every of their Rights, Privileges, Members and Appurtenances within granted and conveyed, or intended ſo to be (except as within is excepted); *To have and to hold* the ſame Manors, Meſſuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, granted and intended to be conveyed, as within mentioned (except before excepted) to the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns, to the Uſe of them the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns for ever, *Upon* the ſeveral Truſts, and ſubject to the Proviſoes and Agreements within mentioned, or ſuch of them as are not determined. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns by theſe Preſents, that he the ſaid *A. B.* hath not at any Time heretofore made, done or committed, or wittingly or willingly ſuffered, any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, or any Part or Parcel thereof, are, is, ſhall or may be impeached, charged or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. *In Witneſs*, &c.

P.

## *A Releaſe of the Equity of Redemption of a Freehold Eſtate.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part. *Whereas* by Indentures of Leaſe and Releaſe, bearing Date reſpectively the, *&c.* and made or mentioned to be made between the ſaid *A. B.* of the one Part, and the ſaid *C. D.* of the other Part, he the ſaid *A. B.* in Conſideration of the Sum of, *&c.* to him in Hand paid by the ſaid *C. D. Did* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *C. D. All* that Meſſuage, *&c. To hold* to the ſaid *C. D.* his Heirs and Aſſigns, to the Uſe of him, his Heirs and Aſſigns for ever; *Subject* nevertheleſs to a Proviſo or Condition for Redemption, upon Payment of the Sum of, *&c.* at the Days and Times in the ſaid Indenture of Releaſe limited or appointed for Payment thereof, as in and by the ſaid recited Indentures of Leaſe and Releaſe, Relation being thereunto reſpectively had, may more fully and at large appear: *And whereas* the ſaid Sum of, *&c.* was not paid, according to the Proviſo or Condition in the ſaid Indenture of Releaſe contained, whereby the Eſtate in Law, of and in the ſaid Premiſſes, became abſolutely veſted in the ſaid *C. D.* his Heirs and Aſſigns: *Now this Indenture witneſſeth*, that for and in Conſideration of the Sum of —— of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand well and truly paid by the ſaid *C. D.* at or before the Enſealing of theſe Preſents (in full for the abſolute Purchaſe of the Equity of Redemption of the ſaid Premiſſes) the Receipt whereof he the ſaid *A. B.* doth hereby acknowledge, and thereof acquit, releaſe and diſcharge the ſaid *C. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, for ever by theſe Preſents, he the ſaid *A. B. Hath* remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents *Doth* remiſe, releaſe, and for ever quit-claim unto the ſaid *C. D.* and to his Heirs and Aſſigns, *All* his Eſtate, Right, Title, Intereſt, Poſſeſſion, Power and Equity of Redemption, Claim and Demand whatſoever, which he the ſaid *A. B.* now hath, heretofore had, or hereafter ſhall or may have, claim, challenge or demand, of, in, to or out of the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances; *To have* *and to hold* the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances unto the ſaid *C. D.* his Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever, freed and abſolutely diſcharged of and from all Power and Equity of Redemption whatſoever; *So* that neither he the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons for him, them or any of them, or in his, their or any of their Name or Names, Places or Steads, ſhall or may have, claim, challenge or demand any Eſtate, Right, Title, Intereſt, Poſſeſſion, Reverſion, Power or Equity of Redemption of, in, to or out of the ſaid Premiſſes, or any Part or Parcel thereof; but of and from all and all Manner of Eſtate, Right, Title, Intereſt, Power and Equity of Redemption whatſoever, of, in, to or out of the ſaid Premiſſes, with their and every of their Appurtenances, and every Part and Parcel thereof, are and ſhall be utterly debarred, and for ever hereafter excluded by theſe Preſents, (*add a Covenant from* A. B. *for further Aſſurance*); *Which* ſaid further and other Conveyances and Aſſurances ſo to be had, made, levied, ſuffered and executed of the ſaid Premiſſes, ſhall be and enure, and are hereby declared to be and enure, to the only proper Uſe and Behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever, and to and for none other Uſe, Intent or Purpoſe whatſoever. *In Witneſs*, &c.

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## *A Releaſe of the Equity of Redemption of a Copyhold Eſtate.*

TO *all to whom* theſe Preſents ſhall come, *E. H.* of, *&c.* ſendeth Greeting. *Whereas* at a Court Baron held for the Manor of *R.* in the County of *S.* the —— Day of, *&c.* *A. B.* of, *&c.* was admitted Tenant to all thoſe two Cloſes of Land called the *Great* and *Little W.* and one Coppice, with the Appurtenances, containing together, by Eſtimation, twenty Acres, three Roods and three Perches (more or leſs) holden of the Manor aforeſaid, by Copy of Court-Roll; *To hold* the ſame Premiſſes, with the Appurtenances, unto the ſaid *A. B.* his Heirs and Aſſigns for ever of the Lord, by the Rod, at the

Will of the Lord, according to the Cuſtom of the ſaid Manor, by the Rents, Cuſtoms and Services therefore due and of Right accuſtomed: *Now know ye*, that the ſaid *E. H.* for divers good Cauſes and Conſiderations her hereunto moving, *Hath* remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents *Doth* for herſelf, her Heirs, Executors, Adminiſtrators and Aſſigns, remiſe, releaſe, and for ever quit-claim unto the ſaid *A. B.* his Heirs and Aſſigns, *All* the Right, Title, Intereſt, Equity of Redemption, Claim and Demand whatſoever of the ſaid *E. H.* her Heirs and Aſſigns, of, in, to and out of the ſaid two Cloſes of Land called the *Great* and *Little W.* and the ſaid Coppice, with the Appurtenances, and of, in, to and out of all other the Copyhold Lands and Hereditaments of the ſaid *E. H.* held of the Manor aforeſaid, by Copy of Court-Roll. *In Witneſs*, &c.

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## *A Releaſe of the Reverſion of a Copyhold Eſtate.*

WHEREAS *A. B.* of, &c. for the Conſideration of —— of lawful Money of *Great Britain* by him this Day paid unto *C. G.* of, &c. Son of *C. G.* and *M.* his Wife, hath purchaſed *All* the Reverſion and Remainder of him the ſaid *C. G.* Party to theſe Preſents, immediately from and after the Deceaſe of the ſaid *M. G.* his Mother, and all his Eſtate, Right, Title and Intereſt in and to all that his Cuſtomary Meſſuage or Tenement, &c. *All* which ſaid Meſſuage, Lands, Tenements and Premiſſes, the ſaid *C. G.* Party hereto, did, the Day before the Day of the Date of theſe Preſents, ſurrender into the Hands of the ſaid *A. B.* Lord of the ſaid Manor of *L.* to the Uſe of him and his Heirs, from and immediately after the Death of the ſaid *M. G.* his Mother: *Now* the ſaid *C. G.* Party to theſe Preſents, doth hereby for himſelf, his Heirs and Aſſigns, remiſe, releaſe and for ever quit-claim unto the ſaid *A. B.* his Heirs and Aſſigns, all his Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, in and to the ſaid Meſſuage, Lands, Tenements and Hereditaments, and in and to the Reverſion, Remainder and Inheritance thereof, immediately from and after the Deceaſe of the ſaid *M. G.* *To hold* to him the ſaid *A. B.* his Heirs and Aſſigns for ever; *And* the ſaid *C. G.* Party to theſe Preſents, doth hereby for himſelf, his Heirs and Aſſigns, covenant, grant and agree to and with the ſaid *A. B.* his Heirs and Aſſigns, that he the ſaid *C. G.* Party to theſe Preſents, his Heirs and Aſſigns, and all and every other Perſon or Perſons claiming, or hereafter to claim any Eſtate, Right, Title or Intereſt in and to the ſaid Meſſuage or Tenement, Lands and Premiſſes, or any Part or Parcel thereof, by, from or under him, ſhall and will at all and every, or any Time or Times hereafter, at the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *A. B.* his Heirs or Aſſigns, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Surrender and Surrenders, Conveyances and Aſſurances in the Law whatſoever, for the further, better, and more ſure and perfect Surrendring, Aſſuring and Conveying of the ſaid Meſſuage, Lands, Tenements and Hereditaments, unto the ſaid *A. B.* his Heirs and Aſſigns for ever, as by the ſaid *A. B.* his Heirs or Aſſigns, or by his or their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. *In Witneſs*, &c.

# Settlements.

*A Marriage-Settlement of the intended Husband's Freehold Eſtate by Leaſe and Releaſe. The Husband upon the Marriage will be intitled to a conſiderable Fortune with his Wife. He covenants to pay to Truſtees a certain Sum of Money to be put out at Intereſt till a Purchaſe of Freehold Lands can be made, and then the Truſtees are to purchaſe ſuch Lands to be ſettled; and the Husband alſo covenants to ſurrender Copyhold Lands.*

THIS *Indenture Quadripartite*, made, &c. between *A. B.* of, &c. of the firſt Part, *C. D.* of, &c. Spinſter, of the ſecond Part, *E. F.* of, &c. *G. H.* of, &c. of the third Part, and *J. K.* of, &c. and *L. M.* of, &c. of the fourth Part. *Whereas* there is a Marriage intended, by God's Grace, to be ſhortly had and ſolemnized between the ſaid *A. B.* and the ſaid *C. D.* *And whereas* the ſaid *C. D.* is now poſſeſſed of or intitled to a perſonal Eſtate of the Value of 10000*l.* or upwards, and by Virtue of the laſt Will and Teſtament of *E. D.* Eſq; deceaſed, will be intitled to the Sum of 6000*l.* more upon the Deaths of Mrs. *K. D.* and Mrs. *M. P.* the Wife of *L. P.* Eſq; in Caſe the ſaid *M. P.* ſhall die without Iſſue of her Body begotten which ſhould live to attain the Age of twenty-one Years, or be married: *Now this Indenture witneſſeth,* that for and in Conſideration of the ſaid intended Marriage between the ſaid *A. B.* and the ſaid *C. D.* and of the Sum or Value of 10000*l.* being the preſent Marriage Portion of the ſaid *C. D.* to which by the ſaid Marriage the ſaid *A. B.* will be intitled, and to the Intent to ſettle a Jointure for the ſaid *C. D.* in Caſe ſhe ſhall happen to ſurvive and outlive the ſaid *A. B.* and to make Proviſion for the Iſſue of the ſaid intended Marriage, and for and in Conſideration of the Sum of 5*s.* by the ſaid *E. F.* and *G. H.* unto the ſaid *A. B.* at or before the Enſealing and Delivery of theſe Preſents, well and truly in Hand paid, the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof doth acquit, releaſe and diſcharge the ſaid *E. F.* and *G. H.* by theſe Preſents, he the ſaid *A. B.* *Hath* granted, aliened, remiſed, releaſed, ratified and confirmed, and by theſe Preſents *Doth* grant, alien, remiſe, releaſe, ratify and confirm unto the ſaid *E. F.* and *G. H.* (in their actual Poſſeſſion of the Manors, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, now being by Virtue of a Bargain and Sale thereof to them made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, in Conſideration of 5*s.* and by Force of the Statute for transferring Uſes into Poſſeſſion, and to their Heirs) *All* thoſe the ſeveral Manors or Lordſhips, or reputed Manors or Lordſhips of *W.* and *X.* with their reſpective Rights, Royalties, Members and Appurtenances in the ſaid County of *S.* and alſo all and every the Freehold Meſſuages, Farms, Tenements, Meadows, Paſtures, Commons, Feedings, Trees, Woods, Underwoods, and the Ground and Soil of the ſame Rents, Reverſions, Services and Hereditaments whatſoever of him the ſaid *J. R.* or whereof or wherein he or any Perſon or Perſons in Truſt for him is or are ſeiſed of any Eſtate of Freehold and Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate,

Recital of a Marriage intended.

Conſideration.

Grant.

Leaſe for a Year.

Parcels.

ſituate, lying, being, ariſing, happening or renewing, in or within *W. X. Y.* and *Z.* every or any of them in the ſaid County of *S.* or elſewhere in the ſame County, with their and every of their Rights, Privileges, Members and Appurtenances; *All* which ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *S.* now are or late were in the ſeveral Tenures, Poſſeſſions or Occupations of *J. M. M. P. W. C. H. C. J. S.* or ſome of them, or ſome of their Aſſigns or Under-tenants; *And alſo* one undivided third Part of all that Meſſuage, Tenement or Farm, together with the Outhouſes, Buildings, Barns, Stables, Yards, Gardens, Orchards and Appurtenances to the ſame belonging, ſituate, lying and being in *C.* in the ſaid County of *S.* now or late in the Tenure or Occupation of *K. T.* his Under-tenants or Aſſigns; and of all that Cloſe of Arable Land in *C.* aforeſaid, called or known by the Name of the *Home-Cloſe*, containing by Eſtimation ſixty Acres, be the ſame more or leſs; and of all that Cloſe of Arable Land in *C.* aforeſaid, called or known by the Name of the *Five Acres Cloſe*, containing by Eſtimation five Acres, be the ſame more or leſs; *And alſo* all that Capital Meſſuage or Tenement, commonly called or known by the Name of *H.* and the Deer, Park, Warren, Meadows, Lands, Tenements, Buildings and Hereditaments thereunto belonging or appertaining, and therewithal held, uſed, occupied or enjoyed, or accepted, reputed, deemed or taken as Part, Parcel or Member thereof, now or late in the Tenure or Occupation of the ſaid *A. B.* his Under-tenants or Aſſigns, ſituate, lying and being in the Pariſh of *A.* in the ſaid County of *S.* together with all Meſſuages, Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Outhouſes, Yards, Crofts, Gardens, Orchards, Backſides, Lands, Tenements, Meadows, Paſtures, Feedings, Ways, Waiſs, Waſte Grounds, Moors, Marſhes, Woods, Wood Grounds, Underwoods, Waters, Watercourſes, Pools, Ponds, Fiſhings, Liberties, Rents, Services, Fines, Amerciaments, Iſſues, Courts, Courts-Leet, Courts-Baron, View of Frankpledge, Perquiſites and Profits of Courts, and all that to Courts and Leets belong, Heriots, Reliefs, Waifs, Eſtrays, Goods and Chattels of Felons, and Fugitives and Felons of themſelves, Cuſtoms, Rights, Juriſdictions, Fairs, Tolls, Privileges, Profits, Commodities, Emoluments and Advantages whatſoever, with their and every of their Rights, Members and Appurtenances, of what Nature, Kind or Quality ſoever, or by whatſoever Name or Names they are called or known, to the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes belonging or appertaining, or accepted, reputed, deemed, taken or known as Part, Parcel or Member thereof; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes, and of every Part and Parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Claim and Demand whatſoever of him the ſaid *A. B.* of, in, to or out of the ſaid Premiſſes, and every or any Part thereof; *To have and to hold* the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes hereby mentioned to be granted, releaſed and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *E. F.* and *G. H.* their Heirs and Aſſigns for ever, to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes and Agreements herein after limited, declared and appointed, of and concerning the ſame, (that is to ſay) *To the Uſe* of the ſaid *A. B.* and his Heirs, until the ſaid intended Marriage ſhall take Effect; and from and after the Solemnization thereof, then *to the Uſe* of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *E. F.* and *G. H.* and their Heirs, for and during the Life of the ſaid *A. B.* upon Truſt to ſupport and preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed; and for that Purpoſe to make Entries or bring Actions, as the Caſe ſhall require; but nevertheleſs to permit and ſuffer the ſaid *A. B.* and his Aſſigns during his Life, to receive and take the Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes to his and their own Uſe and Benefit; and from and after the Deceaſe of the ſaid *A. B.* then *to the Uſe* of the ſaid *C. D.* his intended Wife, for and during the Term of her natural Life; which ſaid Premiſſes ſo limited to her for her Life as aforeſaid, together with ſuch other Proviſions as are herein after made or agreed to be made for the ſaid *C. D.* are to be, and are hereby declared to be in full for the Jointure of the ſaid *C.* and in Lieu, Bar and Recompence of all Dower and Thirds at the Common Law, which ſhe the ſaid *C.* may claim out of all or any other Lands or Hereditaments which the ſaid

Habendum.

To the Uſe of the Huſband till the Marriage, then to him for Life ſans Waſte;

then to Truſtees to preſerve contingent Uſes;

then to the Wife for Life, which together with ſuch other Proviſions as are herein after made are to be in lieu of Dower.

*A. B.*

Remainder to Truſtees for 500 Years.

Remainder to the firſt and other Sons of the Marriage in Tail Male.

Remainder to the Huſband in Fee.

Recital that the Wife's Brother left a Legacy of 6000 l.

*A. B.* ſhall or may be ſeiſed of at any Time during their Intermarriage; and from and after the ſeveral Deceaſes of the ſaid *A. B.* and *C.* his intended Wife, then *to the Uſe* of the ſaid *J. K.* and *L. M.* for and during the Term of 500 Years, without Impeachment of or for any Manner of Waſte; *Upon* the Truſts, and under the Proviſoes, Limitations and Agreements herein after limited, declared and expreſſed of and concerning the ſame; and from and after the Expiration, or other ſooner Determination of the ſaid Term, and ſubject thereunto, then *to the Uſe* of the firſt Son of the ſaid *A. B.* on the Body of the ſaid *C.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, *Then* to the Uſe of the ſecond Son of the ſaid *A. B.* on the Body of the ſaid *C.* lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for want of ſuch Iſſue, *Then* to the Uſe of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other Son and Sons of the ſaid *A. B.* on the Body of the ſaid *C. D.* lawfully to be begotten, ſeverally, ſucceſſively and reſpectively one after another, as they ſhall be in Seniority of Age and Priority of Birth, and of the Heirs Male of their ſeveral and reſpective Bodies lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body iſſuing, always to be preferred and to take before the Younger and the Heirs Male of his Body iſſuing; and for Default of ſuch Iſſue, *Then* to the Uſe of the ſaid *A. B.* his Heirs and Aſſigns for ever. *And whereas* the ſaid *E. D.* deceaſed, late Brother of the ſaid *C. D.* by his laſt Will and Teſtament in Writing, and by a Codicil thereto annexed, did deviſe unto the ſaid *E. F.* and to *L. M.* and to the ſaid *A. B.* the Sum of 6000 *l.* *Upon Truſt*, that they ſhould pay the Intereſt thereof unto his Mother Mrs. *K. D.* for her Life, and after her Deceaſe that they ſhould pay the Intereſt thereof to his Siſter *M. P.* for her Life, to her ſole and ſeparate Uſe; and after her Deceaſe did direct that they ſhould pay the ſaid 6000 *l.* and Intereſt to the Child or Children of the ſaid *M. P.* at his, her or their Age or Ages of twenty-one Years or Days of Marriage, in Manner in the ſame Will and Codicil particularly directed; but in Caſe the ſaid *M. P.* ſhould not have a Child that ſhould live to attain the Age of twenty-one Years, or be married, then he the ſaid *E. D.* directed his ſaid Truſtees to pay the ſaid 6000 *l.* and Intereſt to the ſaid *C. D.* *Now theſe Preſents farther witneſs*, and it is hereby agreed, that in Caſe the ſaid *M. P.* ſhall happen to die without Iſſue of her Body begotten which ſhall not attain the Age of twenty-one Years, ſo that the ſaid Sum of 6000 *l.* ſhall become due and payable to the ſaid *C. D.* that then and in ſuch Caſe the ſaid 6000 *l.* is hereby declared and agreed to be veſted in and ſhall be paid to the ſaid *J. K.* and *L. M.* *In Truſt* nevertheleſs, and to and for the ſeveral Uſes, Intents and Purpoſes herein after mentioned, that is to ſay, to the Intent that they the ſaid *J. K.* and *L. M.* their Executors or Adminiſtrators, ſhall put out and place the ſame at Intereſt upon ſome good Government or other Security, and ſhall pay the Intereſt thereof to the ſaid *A. B.* for and during the joint Lives of them the ſaid *A. B.* and the ſaid *C. D.* his intended Wife; and in Caſe the ſaid *C.* ſhall ſurvive and outlive the ſaid *A. B.* then from and after the Deceaſe of the ſaid *A. B.* that they ſhall pay the Intereſt thereof to the ſaid *C.* during her Life; and from and after the Deceaſe of the ſaid *C.* in Caſe the ſaid *A. B.* ſhall have any Child or Children begotten on the Body of the ſaid *C.* beſides an eldeſt or only Son, then the ſaid 6000 *l.* is hereby declared to be *in Truſt* for all and every ſuch Child or Children, Sons or Daughters of the ſaid *A. B.* and the ſaid *C.* his intended Wife, except their eldeſt or only Son, in Manner herein after mentioned and appointed, (that is to ſay) In Caſe they ſhall have more ſuch Children than one beſides an eldeſt or only Son, *Then* in Truſt for all ſuch Children of the ſaid *A. B.* and his ſaid intended Wife, except as aforeſaid, to be paid to ſuch Children, *viz.* to Sons at their reſpective Ages of twenty-one Years, and to Daughters at their reſpective Ages of twenty-one Years or Days of Marriage, which ſhall firſt happen, in ſuch Proportions as the ſaid *A. B.* by any Deed in Writing by him to be executed in the Preſence of two or more credible Witneſſes, or by his laſt Will and Teſtament, ſhall direct, limit or appoint; and for want of ſuch Direction, Limitation or Appointment, then to be equally divided between them Share and Share alike, and to ſurvive in Caſe any of them die before their Shares become payable; and in Caſe the ſaid *A. B.* and his ſaid intended Wife ſhall have only one Child beſides an eldeſt or only Son, then *in Truſt* for ſuch only Child, to be paid as aforeſaid, and the Intereſt of the ſaid 6000 *l.* from and after the Deceaſe of the ſaid *C. D.* to be paid to ſuch Child or Children (except as aforeſaid) until

If the 6000 l. ſhall become due to the Wife, it is agreed that it ſhall be paid to Truſtees for them to put it out at Intereſt, and pay the Intereſt to the Husband during the joint Lives of him and his Wife; and if the Wife ſurvives, to pay the Intereſt to her for her Life, and after her Deceaſe, in Caſe the Huſband ſhall have any Child or Children by her beſides an eldeſt or only Son, then the 6000 l. is declared to be in Truſt for ſuch Child or Children.

To be paid to the Sons at their Ages of twenty-one, and to Daughters at their Ages of twenty-one or Marriage, in ſuch Proportions as the Huſband by Deed or Will ſhall appoint; and for want of Appointment, to be equally divided between them.

their ſaid reſpective Shares ſhall become payable; and if more ſuch Children than one, then the Intereſt to be paid in ſuch Proportions as the ſaid *A. B.* by ſuch Deed or Will as aforeſaid, ſhall direct, limit or appoint; and for want of ſuch Direction, Limitation and Appointment, then to be equally divided between them; and in Caſe there ſhall be only one ſuch Child, beſides and eldeſt or only Son, then the whole Intereſt to be paid to ſuch only Child: *Provided* always nevertheleſs, that in Caſe the ſaid *A. B.* and *C.* his intended Wife ſhall have but one Son, and no other Child, or but one Daughter, and no other Child, who ſhall live to attain the Age of twenty-one Years, or be married, then and in either of the ſaid Caſes the ſaid 6000 *l.* and the Intereſt thereof ſhall go, remain and be *In Truſt* for the ſaid *C.* the intended Wife of the ſaid *A. B.* and to and for ſuch Uſes, Intents and Purpoſes, after the Deceaſe of the ſaid *C. D.* as ſhe the ſaid *C. D.* by any Deed or Writing to be by her executed in the Preſence of two or more credible Witneſſes, or by her Laſt Will and Teſtament, to be by her executed as aforeſaid, ſhall direct or appoint; and for Want of ſuch Direction or Appointment, to the Executors or Adminiſtrators of the ſaid *C. D.* *And* as for and concerning the ſaid Term of 500 Years herein above limited in Uſe to the ſaid *J. K.* and *L. M.* it is hereby declared and agreed by and between the ſaid Parties, that the ſaid Term was and is ſo limited upon the Truſts herein after declared, (that is to ſay) *Upon Truſt*, that in Caſe at the Commencement of the ſaid Term of 500 Years, there ſhall be no Son of the ſaid *A. B.* on the Body of the ſaid *C. D.* begotten, which ſhall be living, and ſhall live to attain the Age of twenty-one Years, and there ſhall be one or more Daughter or Daughters of the ſaid *A. B.* on the Body of the ſaid *C. D.* begotten, that then the ſaid *J. K.* and *L. M.* and the Survivor of them, his Executors or Adminiſtrators, by and with the Rents and Profits of the Premiſſes, or by Mortgage, Sale, or Demiſe thereof, for and during the ſaid Term, or any Part thereof, or by any other Ways or Means, ſhall levy and raiſe the Sum of 10000 *l.* for the Portions of ſuch Daughter or Daughters, to be paid her or them at their reſpective Age or Ages of twenty-one Years, or Days of Marriage, which ſhall firſt happen; and in Caſe there ſhall be more than one Daughter, then the ſaid 10000 *l.* to be divided between them, in ſuch Proportions as the ſaid *A. B.* by any Deed or Writing by him to be executed

If there ſhall be one only Child of the Marriage, then the 6000 l. and Intereſt, ſhall be in Truſt for the Wife, and for ſuch Uſes as ſhe by Deed or Will ſhall appoint.

The Truſts of the 500 Years declared,

to raiſe 10000 l. for Daughters Portions, if no Son;

in the Preſence of two or more credible Witneſſes, or by his Laſt Will and Teſtament in Writing to be by him executed as aforeſaid, ſhall direct, limit or appoint; and for Want of ſuch Direction, Limitation and Appointment, then to be equally divided between ſuch Daughters, Share and Share alike, and to ſurvive, if any of them dye before their ſaid Portions ſhall become payable; *And* that the ſaid *J. K.* and *L. M.* and the Survivor of them, his Executors or Adminiſtrators, do and ſhall, in the mean Time, raiſe by the Ways and Means aforeſaid, the yearly Sum of 500 *l.* being the Intereſt of the ſaid 10000 *l.* and pay the ſame to ſuch Daughter or Daughters for her or their Maintenance and Education, until the ſaid Sum of 10000 *l.* ſhall become due and payable as aforeſaid; *And* the ſaid Term of 500 Years above limited in Uſe to the ſaid *J. K.* and *L. M.* is hereby declared and agreed to be upon this further Truſt, that in Caſe at the Commencement of the ſaid Term, the ſaid 6000 *l.* ſhall not be veſted in, or paid or payable to the ſaid *J. K.* and *L. M.* and there ſhall be a Son of the ſaid *A. B.* on the Body of the ſaid *C. D.* begotten; and there ſhall be alſo one or more younger Son or Sons, Daughter or Daughters of the ſaid *A. B.* on the Body of the ſaid *C. D.* begotten; that then the ſaid *J. K.* and *L. M.* and the Survivor of them, his Executors and Adminiſtrators, by, with and out of the Rents and Profits of the ſaid Premiſſes, limited to them for the ſaid Term of 500 Years as aforeſaid, or by Mortgage, Sale or Demiſe thereof, for all or any Part of the ſaid Term, or by any other Ways or Means as they ſhall think fit, ſhall and do levy and raiſe for ſuch younger or other Child or Children, whether Sons or Daughters, the Sum of 4000 *l.* to be paid to ſuch younger or other Children (if more than one) in ſuch Proportions as the ſaid *A. B.* by any Deed or Writing by him to be executed in the Preſence of two or more credible Witneſſes, or by his Laſt Will and Teſtament in Writing, by him to be executed as aforeſaid, ſhall direct, limit or appoint; and for Want of ſuch Direction, Limitation and Appointment, then to be equally divided between ſuch younger or other Children, Share and Share alike; and that the ſaid *J. K.* and *L. M.* and the Survivor of them, his Executors or Adminiſtrators, do and ſhall in the mean Time raiſe, by any the Ways and Means aforeſaid, the yearly Sum of 200 *l.* being the Intereſt of the ſaid 4000 *l.* and pay the ſame to ſuch younger Child or Children, Share and Share alike, for his, her or their Maintenance

and 500 l. yearly for their Maintenance and Education, till Portions payable.

If at the Commencement of the Term the 6000 l. ſhall not be paid to Truſtees, and there ſhall be a Son and younger Children, then Truſtees ſhall raiſe 4000 l. for younger Children,

and 200 l. yearly for their Maintenance and Education.

Proviſo, that if before the Commencement of the Term, or of the Payment of 6000 l. any younger Children ſhall have received any Money in Part of their Portions, then they ſhall have only ſo much more, as ſhall amount to the Sums appointed to be raiſed for their Portions.

The Huſband covenants to pay to Truſtees 13000 l. to be put out at Intereſt with the Approbation of the Huſband, till a Purchaſe of Freehold Lands can be had, and when ſuch Purchaſe can be had, the Lands purchaſed are to be ſettled to the ſame Uſes as the Huſband's Lands are ſettled, &c.

tenance and Education, until the ſaid 4000 *l.* or his, her or their Share and Proportion thereof, ſhall become due and payable as aforeſaid: *Provided always*, and it is hereby declared to be the Intent and Meaning of all the Parties hereto, that if before the Commencement of the ſaid 500 Years, or of the Payment of the ſaid 6000 *l.* any of the Daughters or younger Sons of the ſaid *A. B.* and *C. D.* ſhall have received any Sum or Sums of Money in Marriage or otherwiſe, as and for or in Part of their or any of their Portion or Portions from the ſaid *A. B.* their Father, that then ſuch Daughter or Daughters, or younger Son or Sons, ſhall have only ſo much more, as together with the Sum or Sums of Money ſo paid to her, him or them as aforeſaid, ſhall amount unto the Sum and Sums herein appointed to be raiſed for her, him and them, for her, his and their Portion and Portions as aforeſaid. *And this Indenture further witneſſeth*, that for and in Conſideration of the ſaid intended Marriage, and of the ſaid Marriage Portion of the ſaid *C. D.* it is hereby agreed by and between all the ſaid Parties to theſe Preſents, and the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and grant to and with the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, that he the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, ſhall and will, immediately upon the Solemnization of the ſaid intended Marriage, well and truly pay unto and depoſit in the Hands of the ſaid *E. F.* and *G. H.* the full Sum of 13000 *l.* of lawful Money of *Great Britain*, to be by them, by and with the Conſent and Approbation of the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, put out and placed at Intereſt upon Government or other Security, until one or more good and convenient Purchaſe or Purchaſes of Freehold Lands, Tenements or Hereditaments of Inheritance, can or may be made, had or met with, of the Value of the ſaid 13000 *l.* and when ſuch Purchaſe or Purchaſes can be met with, then the ſaid 13000 *l.* ſhall, by the ſaid *E. F.* and *G. H.* their Executors or Adminiſtrators, by and with the Conſent and Approbation of the ſaid *A. B.* be laid out in ſuch Purchaſe or Purchaſes, and the Lands, Tenements and Hereditaments ſo to be purchaſed, ſhall be conveyed, aſſured and ſettled unto and upon the ſaid *E. F.* and *G. H.* and their Heirs, to and for the ſeveral Uſes, Intents and Purpoſes, and ſubjected to all the Truſts, Contingencies, Limitations and Agreements, as the Freehold Eſtates of the ſaid *A. B.* are herein before conveyed, aſſured and ſettled, and ſubjected unto, and that in the mean Time, and until ſuch Purchaſe or Purchaſes can or may be made or met with, that the Intereſt, Produce and Profits of the ſaid Money ſhall be applied and paid by the ſaid *E. F.* and *G. H.* to the ſame Uſes as the Rents, Iſſues and Profits of the Lands, Tenements and Hereditaments herein before ſettled, are and ſhall from Time to Time be and become payable by Virtue of theſe Preſents. *And* it is hereby further declared and agreed, that after the ſaid Portion or Portions for ſuch younger Son or Sons, Daughter or Daughters, together with the ſaid yearly Maintenance and Maintenances, ſhall be fully raiſed and paid as aforeſaid, that then the ſaid Term of 500 Years in the ſaid Premiſſes, or ſo much thereof as ſhall remain undiſpoſed of for the Purpoſe aforeſaid, ſhall go with and attend the Reverſion of the ſame Premiſſes immediately expectant on the ſaid Term, according to the Uſes thereof herein before reſpectively limited: *Provided* always nevertheleſs, and it is hereby agreed and declared by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *A. B.* from Time to Time and at all Times, during his natural Life, and for the ſaid *C. D.* after his Death, by any Writing or Writings under his or her Hand and Seal, teſtified by two or more credible Witneſſes, to grant, demiſe and to Farm let, all or any Part or Parcel, Parts or Parcels of the ſaid Premiſſes to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years, in Poſſeſſion, and not in Reverſion, Remainder or Expectancy, ſo as there be reſerved upon every ſuch Demiſe, or Leaſe, or Grant, the beſt and moſt improved yearly Rent that can reaſonably be got for the ſame, without taking any Sum of Money or other Thing, for or by Way of a Fine; and ſo as ſuch Rent due do continue payable during all ſuch Term or Terms of Years, and ſo as the ſame be not diſpuniſhable for Waſte, by any expreſs Words or Implication therein to be contained: *Provided always* alſo, that for the Making of a Partition of the Meſſuages, Lands, Tenements and Premiſſes hereby granted and releaſed, or mentioned or intended ſo to be, the undivided third Part whereof is limited to the Uſes of the ſaid intended Marriage, it ſhall and may be lawful to and for the ſaid *A. B.* and the ſaid *C.* his intended Wife, or the Survivor of them, by and with the Conſent and Approbation of the ſaid *E. F.* and *G. H.* or the Survivor

After the Portions for younger Children and Maintenance ſhall be raiſed and paid, the Term ſhall attend the Reverſion of the Premiſſes.

Power to let Leaſes for twenty-one Years.

To revoke and make Partition.

of them, or the Heirs, Executors or Adminiſtrators of the Survivor, at any Time or Times during the Lives of the ſaid *A. B.* and *C. D.* or the Survivor of them, to revoke, make void and annul all or any the Uſes, Truſts, Limitations and Agreements for and concerning ſuch third Part of the ſame Meſſuages, Lands, Tenements and Premiſſes, or any Part thereof; and to make Partition of theſe Lands or Tenements, ſo as the Lands or Tenements allotted for ſuch third Part of the Lands, Tenements and Hereditaments ſo to be divided, be ſettled, aſſured and conveyed to all and every the Uſes, Truſts, Limitations and Agreements, and ſubject to all the Powers herein above reſerved, for and concerning the Lands and Tenements herein above ſettled and conveyed.

The Huſband covenants, that notwithſtanding any Act by him or his Anceſtors, he is lawfully ſeiſed.

*And* the ſaid *A. B.* for himſelf, his Heirs and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *E. F.* and *G. H.* their Heirs, Executors and Adminiſtrators by theſe Preſents, in Manner and Form following, that is to ſay, That for and notwithſtanding any Act, Matter or Thing had, made, done or committed, or wittingly or willingly ſuffered by the ſaid *A. B.* or by *H. B.* his Brother, deceaſed, or by *R. B.* his Father, or by any of their Anceſtors, or by any Perſon lawfully claiming or to claim, by, from or under them or any of them, he the ſaid *A. B.* on the Day of the Date of theſe Preſents, and at the Time of the Execution hereof, is and ſtandeth lawfully, rightfully and abſolutely ſeiſed of and in the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances, of and in a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, without any Condition, Proviſo, Limitation or other Matter or Thing, to alter, change, charge, defeat, revoke, make void or determine the ſame;

Power to grant.

*And* that for and notwithſtanding any ſuch Act or Thing as aforeſaid, he the ſaid *A. B.* hath in himſelf good Right, full Power and lawful and abſolute Authority to grant, releaſe and confirm the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances, unto the ſaid *E. F.* and *G. H.* and their Heirs, according to the Purport and true Intent and Meaning of theſe Preſents;

That the Premiſſes ſhall be to the Uſes. herein.

*And* that the ſame now are, and ſo from Time to Time and at all Times hereafter, ſhall remain, continue and be unto and for the ſeveral Uſes, Intents and Purpoſes, and under and ſubject to the Proviſoes and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame, and ſhall and may be

Free from Incum-brances.

accordingly peaceably and quietly had, held, enjoyed, free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all former and other Gifts, Grants, Bargains, Sales, Intails, Jointures, Dowers, Statutes, Judgments, Extents, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, done, committed, or wittingly or willingly ſuffered by the ſaid *A. B.* or by *H. B.* his Brother, or by *R. B.* his Father, or by any of their Anceſtors, or by any other Perſon or Perſons claiming or to claim, by, from or under them or any of them;

Warranty.

*And* that he the ſaid *A. B.* and his Heirs, the ſaid Manors, Meſſuages, Lands and Premiſſes, with the Appurtenances, unto the ſaid *E. F.* and *G. H.* and their Heirs, to the Uſes aforeſaid, againſt him the ſaid *A. B.* and againſt the ſaid *H. B.* his Brother, and the ſaid *R. B.* his Father, and againſt all his and their Anceſtors, and againſt all and every other Perſon and Perſons claiming or to claim by, from or under him, them, or any of them, ſhall and will warrant, and for ever defend by theſe Preſents;

Covenant for further Aſſurance.

*And alſo*, that he the ſaid *A. B.* his Heirs and Aſſigns, and all and every other Perſon and Perſons having or lawfully claiming, or which ſhall or may have or lawfully claim any Eſtate or Intereſt of, or in or to the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, or any Part or Parcel thereof, from, by or under him, them or any of them, ſhall and will from Time to Time and at all Times hereafter, at the reaſonable Requeſt, Coſts and Charges in the Law of the ſaid *E. F.* and *G. H.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, make, do, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſes, Conveyances and Aſſurances in the Law, for the further, better, and more ſure and perfect Aſſuring and Conveying of the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances unto the ſaid *E. F.* and *G. H.* and their Heirs, upon the Truſts and Limitations, and to the Uſes, Intents and Purpoſes above herein expreſſed, as by the ſaid *E. F.* and *G. H* or either of them, their or either of their Heirs, Executors or Adminiſtrators, or by their or any of their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required;

to ſurrender Copyhold Lands at next Court.

*And further*, that he the ſaid *A. B.* his Heirs or Aſſigns, for the Conſiderations aforeſaid, ſhall and will, at the next Court to be holden for the Manor of *A.* in the County of *S.* well and truly ſurrender into the Hands of the Lord of the ſame Manor, *All* his Copyhold Lands, Tenements and Hereditaments held of the ſaid Manor; and alſo ſhall and will ſurrender all his other Copyhold Lands and Tenements held of any other Manor in the Counties of *M.* and *N.* or either of them, *To* and for the ſame Uſes, Truſts and Purpoſes as the freehold Manor, Lands and Premiſſes above granted and releaſed, are ſettled and conveyed; *Except* only as to the ſaid Term of 500 Years. *And laſtly*, it is hereby agreed by and between all the ſaid Parties to theſe Preſents, and declared to be the true Intent and Meaning of them and of every of them, that it ſhall and may be lawful to and for the ſaid *E. F. G. H. J. K.* and *L. M.* and the Survivor of them, and the Heirs, Executors and Adminiſtrators of ſuch Survivor, from Time to Time and at all Times hereafter, and in the firſt Place, out of all or any of the Premiſſes herein before conveyed and agreed to be purchaſed and ſettled as aforeſaid, as alſo out of the Monies herein before covenanted to be paid as aforeſaid, and out of the Rents, Iſſues and Profits, and Proceed thereof, to deduct and take to themſelves, *All* their, any and every of their reaſonable, Coſts, Charges and Expences whatſoever, which they or any of them ſhall at any Time be at, expend or be put unto, in, about or in Relation to the Management of all or any the Premiſſes, or the Execution of all or any the Truſts aforeſaid; and that all and ſingular the Premiſſes and Monies aforeſaid, and the Rents, Iſſues, and Profits and Proceed thereof, ſhall from henceforth ſtand and be a Security to anſwer the ſame; *And* that neither of them the ſaid *E. F. G. H. J. K.* and *L. M.* nor the Heirs, Executors or Adminiſtrators of any of them, ſhall be accountable or anſwerable for any more Money than ſhall actually come to their or any of their Hands, or accountable or anſwerable for or chargeable with any the Receipts, Acts, Neglects or Defaults of the other of them, or of the Heirs, Executors or Adminiſtrators of the other of them; and that neither of them the ſaid *E. F. G. H. J. K.* and *L. M.* nor the Heirs, Executors or Adminiſtrators of any of them, ſhall be accountable or anſwerable for the Miſcarriage or Failure of any Mortgage or Mortgages, Stock or Stocks, Fund or Funds whereupon or wherein any of the Money to be put, placed, laid out or inveſted in Purſuance of theſe Preſents, ſhall be ſo put, placed, laid out or inveſted; *Provided* the ſame be ſo put, placed, laid out

Truſtees out of the Premiſſes, &c. to deduct all their Coſts, &c.

Neither of them to be accountable for more Money than ſhall come to their Hands, &c.

out and inveſted, according to the Directions herein before, or purſuant to theſe Preſents, to be given; and that no Loſs happen or be occaſioned through their or any of their Fraud or wilful Default; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

## H.

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### *A Marriage-Settlement of the intended Husband's Freehold Eſtate by Leaſe and Releaſe, out of which the intended Wife is to have an Annuity*, &c. *Part of the Wife's Portion is inveſted in* South-Sea *Annuities, which are to be ſold; and the Monies ariſing by Sale thereof, and alſo by Sale of a Freehold Eſtate of the Husband, are to be laid out in the Purchaſe of Lands, to be ſettled; and a Bond is to be aſſigned to Truſtees.*

THIS *Indenture Quadripartite*, made, &c. between *A. B.* of, &c. of the firſt Part, *C. D.* Spinſter, one of the Daughters of *D. D.* late Citizen and——of *London*, deceaſed, of the ſecond Part, *W. D.* of, &c. eldeſt Son and the only acting Executor of the laſt Will and Teſtament of the ſaid *D. D.* and Guardian of the ſaid *C. D.* of the third Part, *J. D.* of, &c. one of the younger Sons of the ſaid *D. D.* *E. F.* of, &c. and *G. H.* of, &c. of the fourth Part. *Whereas* the ſaid *D. D.* by his laſt Will and Teſtament in Writing, bearing Date, &c. declaring himſelf to be a Freeman of *London*, did direct his perſonal Eſtate to be divided and diſtributed according to the Cuſtom of the ſaid City; and taking Notice, that purſuant thereto, one Moiety or Half-Part thereof, by reaſon he had no Wife, would belong to his five Children *W. J. K. C.* and *Z.* he gave the ſame to them equally, having before advanced his eldeſt Daughter *Y.* in Marriage to *W. X.* Eſq; and given with her a Portion of——and out of the other Moiety of his ſaid perſonal Eſtate, which was at his own Diſpoſal, he gave to his Daughters *C.* and *Z.* of whom he thereby appointed his Executors, or the Survivor of them, to be Guardians, (in Caſe their reſpective Cuſtomary Parts and Proportions of his ſaid Eſtate ſhould not amount to——) ſo much Money to each of them,

Recital of the Will of the Wife's Father a Freeman of London.

them, as would make their reſpective Cuſtomary Shares and Proportions the full Sum of —— to be paid to them ſeverally when they ſhould attain their reſpective Ages of twenty-one Years, or be married, which ſhould firſt happen; and directed that the Intereſt of their ſaid Portions, or ſo much thereof as his Executors ſhould think proper, ſhould be applied to their Maintenance and Education; and appointed the ſaid *W. D.* *J. K.* of, *&c.* *L. M.* of, *&c.* and *O. P.* of, *&c.* together with *P. Q.* of, *&c.* ſince deceaſed, Executors of his ſaid Will; as by the ſaid Will duly proved by the ſaid *W. D.* in the Prerogative Court of *Canterbury* may appear. ***And whereas*** the Cuſtomary Share and Part belonging to the ſaid *C. D.* of her ſaid late Father's perſonal Eſtate is computed to amount to the Sum of 12000 *l.* or thereabouts; ***And whereas*** a Marriage is, by God's Permiſſion, ſhortly intended to be had and ſolemnized between the ſaid *A. B.* and *C. D.* and upon the Treaty of the ſaid Marriage it hath been agreed, that the Sum of 10000 *l.* Part of her ſaid Share, ſhall be advanced for the Marriage Portion of the ſaid *C. D.* and be applied as herein after is mentioned; and that he the ſaid *A. B.* ſhall have and receive to his own Uſe the Reſidue and Surplus of the ſaid Cuſtomary Part or Share of the ſaid *C. D.* of her ſaid late Father's perſonal Eſtate whatſoever the ſame ſhall amount unto, be it more or leſs than 2000 *l.* And that the ſaid *A. B.* ſhall veſt in the ſaid *W. D.* *J. D.* *E. F.* and *G. H.* and their Heirs, the Manors of *L.* and *M.* and the Tithes thereof in the ſaid County of *S.* and all Meſſuages, Lands and Hereditaments of the ſaid *A. B.* in *L.* and *M.* aforeſaid, or either of them, to the Intent the ſame may be ſold and diſpoſed of, and that the Monies ariſing by Sale thereof, together with the ſaid preſent Portion of 10000 *l.* ſhall be laid out in the Purchaſe of Lands, to be ſettled to the Uſes and in Manner herein after expreſſed; and that a Bond or Obligation bearing Date, *&c.* entred into by *R. F.* late of, *&c.* deceaſed, to *A. B.* Eſq; deceaſed, Father of the ſaid *A. B.* Party hereto, in 10000 *l.* Penalty, conditioned for Payment of 5000 *l.* and Intereſt, whereon there is computed to be now due 5000 *l.* Principal Money, and 4800 *l.* for the Intereſt thereof, and 600 *l.* for Coſts of Suit, all which the ſaid *A. B.* Party hereto, is intitled to as Legatee of 5000 *l.* and alſo Reſiduary

That the Wife's Cuſtomary Part of her late Father's perſonal Eſtate is computed to amount to 12000 l.

A Marriage intended, and upon Treaty of the Marriage it hath been agreed, that 10000 l. Part of her ſaid Share, ſhall be advanced for her Portion, and be applied as after mentioned; and that the Huſband ſhall have to his own Uſe the Reſidue of the Wife's Share of her Father's perſonal Eſtate, be it more or leſs than 2000 l. and that the Huſband ſhall veſt in Truſtees Lands to be ſold, &c. and the Money ariſing by Sale thereof, with the ſaid 10000 l. ſhall be laid out in the Purchaſe of Lands, &c. and that a Bond for Payment of 5000 l. and Intereſt ſhall be aſſigned to Truſtees, and that 5000 l. of the Money due thereon ſhall in the firſt Place be applied for the Purpoſes herein after expreſſed.

Legatee named in the Will of his ſaid Father, ſhall be aſſigned to the ſaid *W. D. J. D. E. F.* and *G. H.* and that 5000 *l.* of the Monies due thereon ſhall in the firſt Place be applied to and for the Purpoſes herein after expreſſed concerning the ſame. *And whereas* the ſaid Sum of 10000 *l.* intended for the preſent Portion of the ſaid *C. D.* is inveſted in 9852 *l.* 5 *s.* Share and Intereſt in the joint Stock of *South-Sea* Annuities, payable by the *South-Sea* Company, which Share and Intereſt in the ſaid joint Stock of *South-Sea* Annuities was this Day transferred to and veſted in the ſaid *W. D. J. D. E. F.* and *G. H.* *In Truſt*, for the Intents and Purpoſes herein after expreſſed concerning the ſame, and at the now current Price of 101 *l.* 10 *s.* *per Cent.* makes up and amounts to the ſaid Sum of 10000 *l.* *And whereas* by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Leaſe the Day before, and the Releaſe even Date herewith, and expreſſed to be made between the ſaid *A. B.* Party hereto, of the one Part, and the ſaid *W. D. J. D. E. F.* and *G. H.* of the other Part, the ſaid *A. B.* Party hereto, hath, for the Conſideration therein mentioned, conveyed and aſſured the ſaid Manors of *L.* and *M.* and the Tithes thereof, and all the Meſſuages, Lands and Hereditaments of him the ſaid *A. B.* in *L.* and *M.* aforeſaid, to and to the Uſes of the ſaid *W. D. J. D. E. F.* and *G. H.* and their Heirs; *In Truſt* nevertheleſs, and to the Intent that the ſame may be ſold and diſpoſed of, and the Monies ariſing by Sale thereof may be applied to ſuch Purpoſes as are herein after directed or declared concerning the ſame: *Now this Indenture witneſſeth*, That in Conſideration of the ſaid intended Marriage, and of the ſaid preſent Marriage Portion of 10000 *l.* and of ſuch further Share to which the ſaid *A. B.* Party hereto, by his Intermarriage with the ſaid *C. D.* will be intitled out of her ſaid late Father's perſonal Eſtate, and for making ſome Proviſion for the ſaid *C. D.* for her Jointure and in Bar of Dower, and for making Proviſion for the Iſſue of the ſaid intended Marriage, and for ſettling and aſſuring the Manor, Meſſuages, Lands and Hereditaments herein after mentioned to be hereby releaſed, to and for the Uſes, Intents and Purpoſes, and upon the Truſts and Confidences, and under and ſubject to the Proviſoes and Agreements herein after declared or expreſſed concerning the ſame, and for and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain*, to the ſame *A. B.* in Hand likewiſe paid by the ſaid *W. D.* and

That the ſaid 10000 l. is inveſted in South-Sea Annuities.

Recital of a Conveyance of an Eſtate to Truſtees to be ſold, &c.

Conſideration.

and *J. D.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for other good Cauſes and Conſiderations him thereunto moving, the ſame *A. B. Hath* granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents *Doth* grant, bargain, ſell, releaſe and confirm unto the ſaid *W. D.* and *J. D.* (in their actual Poſſeſſion now being by Virtue of a Bargain and Sale to them thereof made by the ſaid *A. B.* for 5 *s.* Conſideration, by Indenture bearing Date the Day next before the Day of the Date hereof, for one whole Year from the Day next before the Day of the Date hereof, and by Force of the Statute made for transferring of Uſes into Poſſeſſion) their Heirs and Aſſigns, *All* that the Manor of, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes; and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid *A. B.* Party hereto, of, in and to the ſaid Manor and Premiſſes mentioned to be hereby releaſed, every or any Part or Parcel thereof; *To have and to hold* the ſaid Manor, Rectory, Meſſuage, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned to be hereby releaſed, with their and every of their Appurtenances, unto the ſaid *W. D.* and *J. D.* their Heirs and Aſſigns, *To* and for the Uſes, Intents and Purpoſes, upon the Truſts and Confidences, and under and ſubject to the Proviſoes and Agreements herein after limited, expreſſed and declared of, for and concerning the ſame; that is to ſay, *To the Uſe* and Behoof of the ſame *A. B.* and his Heirs, in the mean Time until the ſaid intended Marriage ſhall be had and ſolemnized; and from and after the Solemnization of the ſaid intended Marriage, *To the Uſe* and Behoof of the ſame *A. B.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, by Forfeiture or otherwiſe, *To the Uſe* and Behoof of the ſaid *W. D.* and *J. D.* and their Heirs, for and during the natural Life of the ſame *A. B. Upon Truſt* to preſerve the contingent Uſes and Eſtates thereof herein after limited from being defeated or deſtroyed; and for that Purpoſe to make Entries and bring Actions, as Occaſion ſhall require; but nevertheleſs to permit and ſuffer the ſame *A. B.* and his Aſſigns, to receive the Rents and Profits thereof to his and their own

Grant.

Habendum.

To the Uſe of the Huſband till the Marriage, and then to him for Life ſans Waſte;

then to Truſtees to preſerve contingent Uſes.

Uſe during his Life; and from and after the Deceaſe of the ſame *A. B. To the Uſe*, Intent and Purpoſe, that the ſaid *C. D.* his intended Wife, and her Aſſigns, ſhall and may from and immediately after his Deceaſe, have, receive and take out of the ſaid Manor and Premiſſes, mentioned to be hereby releaſed as aforeſaid, for and during the Term of her natural Life, one Annuity or yearly Sum of 100 *l.* of lawful Money of *Great Britain*, free and clear of and from all Parliamentary and all other Taxes, Charges and Deductions whatſoever, for her Jointure, and in Bar of Dower, to be paid at or on the four moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) The Feaſts of, *&c.* by even and equal Portions; the firſt Payment thereof to begin and be made at ſuch of the ſaid Feaſts as ſhall firſt and next happen after the Deceaſe of the ſaid *A. B.* Party hereto; *And alſo* to this further Uſe, Intent and Purpoſe, that if the ſaid Annuity or yearly Sum of 100 *l.* or any Part thereof, ſhall happen to be behind or unpaid by the Space of twenty-one Days next after any of the ſaid Feaſt-Days whereat or whereon the ſame ought to be paid as aforeſaid, that then and ſo often from Time to Time it ſhall and may be lawful to and for the ſaid *C. D.* and her Aſſigns, into and upon the ſaid Meſſuages, Lands, Hereditaments and Premiſſes hereby releaſed, and every of them, or any Part thereof, to enter and diſtrain for the ſaid Annuity or yearly Sum of 100 *l.* or any Part thereof ſo in Arrear and unpaid; and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive, carry away and impound, and in Pound to detain and keep until the ſaid Annuity or yearly Sum of 100 *l.* and every Part thereof, ſo behind or unpaid, and all Coſts and Damages occaſioned by Reaſon of the Non-payment thereof, contrary to the true Intent and Meaning of theſe Preſents, ſhall be fully ſatisfied and paid; *And* to this further Uſe, Intent and Purpoſe, that in Caſe the ſaid Annuity or yearly Sum of 100 *l.* or any Part thereof, ſhall be behind and unpaid by the Space of forty Days next after any of the ſaid Feaſt-Days whereon the ſame ought to be paid as aforeſaid, that then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *C. D.* and her Aſſigns, into the ſame Manor and Premiſſes hereby releaſed, or into any Part or Parcel thereof, in the Name of the whole to enter, and take and receive the Rents, Iſſues and Profits thereof, and of every Part thereof, to her and their own Uſe and Benefit, until thereby or therewith, or otherwiſe, the the ſaid *C. D.* or her Aſſigns, ſhall be fully ſatisfied and paid all Arrears

After the Deceaſe of the Huſband the Wife to have an Annuity of 100 l. for her Jointure, and in Bar of Dower, to be paid quarterly.

If the Annuity ſhall be unpaid twenty-one Days, the Wife to diſtrain.

If unpaid forty Days, to receive the Rents.

Remainder to Truſtees for 500 Years.

Remainder to the firſt and other Sons of the Marriage in Tail Male.

Remainder to Truſtees for 600 Years.

of the ſaid Annuity or yearly Sum of 100 *l.* then incurred, or which afterwards during ſuch Poſſeſſion ſhall incur, together with all Coſts, Charges and Damages which ſhall be occaſioned to her or them by reaſon of the Non-payment thereof, contrary to the true Intent and Meaning of theſe Preſents; *And as for and concerning* all and ſingular the ſaid Manor, Rectory, Meſſuages, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes mentioned to be hereby releaſed, from and immediately after the Deceaſe of the ſaid *A. B.* Party hereto, *ſubject nevertheleſs* to, and charged and chargeable with the ſaid Annuity or yearly Sum of 100 *l.* to the ſaid *C. D.* for her Life as aforeſaid, and to the Remedies and Means herein before provided for Recovery thereof, *To the Uſe* and Behoof of the ſaid *W. D. J. D. E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, for and during and unto the full End and Term of 500 Years, to commence and be computed from the Time of the Deceaſe of the ſame *A. B.* and fully to be compleat and ended, *Upon the Truſts* and Confidences, and to and for the Intents and Purpoſes herein after expreſſed and declared of, for and concerning the ſame; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of 500 Years, *To the Uſe* and Behoof of the firſt Son of the Body of the ſame *A. B.* on the Body of the ſaid *C. D.* his intended Wife to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſecond Son of the Body of the ſame *A. B.* on the Body of the ſaid *C. D.* to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other the Son and Sons of the Body of the ſame *A. B.* on the Body of the ſaid *C. D.* his intended Wife to be begotten, whether born in the Life-time or after the Deceaſe of the ſame *A. B.* ſeverally, ſucceſſively and reſpectively, and in Remainder, one after another, as they and every of them ſhall happen to be in Priority of Birth and Seniority of Age, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing being always preferred and to take before the Younger of the ſame Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſaid *W. D. J. D. E. F.* and *G. H.* their Executors, Adminiſtrators

miniſtrators and Aſſigns, for and during, and unto the full End and Term of 600 Years thence next enſuing, and fully to be compleat and ended, without Impeachment of Waſte; *Upon the Truſts*, and ſubject to the Proviſoes and Agreements herein after declared and expreſſed of and concerning the ſame; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of 600 Years, *To the Uſe* and Behoof of the ſaid *A. B.* Party to theſe Preſents, his Heirs and Aſſigns for ever, and to or for no other Uſe, Intent or Purpoſe whatſoever: *Provided* always, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, and of the Parties hereunto, that it ſhall and may be lawful to and for the ſaid *A. B.* Party hereto, by his Deed or Deeds indented, from Time to Time to demiſe, leaſe and to Farm let, ſuch of the ſaid Meſſuages, Lands, Tenements and Premiſſes mentioned to be hereby releaſed, as now are in Leaſe, for one, two or three Life or Lives, or any Term or Terms of Years determinable upon one, two or three Life or Lives, to any Perſon or Perſons in Poſſeſſion or Reverſion, for one, two or three Life or Lives, or for any Number of Years determinable upon one, two or three Life or Lives, ſo as ſuch Leaſe or Leaſes, together with any other Leaſe or Leaſes then in Being of the ſame Premiſſes, exceed not and be all determinable upon three Lives at the moſt, and ſo as upon every Demiſe or Leaſe to be made as aforeſaid, there ſhall be reſerved payable during the Continuance of ſuch Leaſe, and to be incident to and go along with the Reverſion or Remainder of the Premiſſes ſo leaſed reſpectively, ſuch or as great yearly Rents, and other Duties and Services, as now be, or for the greater Part of twenty Years now laſt paſt have been reſerved or payable for the ſame, or a ratable Proportion for any Part thereof; and alſo to demiſe and leaſe all, every or any of the ſaid Meſſuages, Lands and Hereditaments mentioned to be hereby releaſed as aforeſaid, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, but not in Reverſion, or by way of future Intereſt; ſo as upon every ſuch laſt mentioned Leaſe and Leaſes, Demiſe and Demiſes reſpectively, there be reſerved and made payable during the Continuance of ſuch Leaſe and Leaſes, Demiſe and Demiſes, to be incident to and go along with the Reverſion or Remainder of the Premiſſes ſo leaſed, ſo much and as great yearly Rent and Rents proportionably, as now is, and are therefore paid and yielded, or agreed

Remainder to the Huſband in Fee.

Power to make Leaſes for Lives and twenty-one Years.

agreed to be paid or yielded, or the beſt and moſt improved Rent and Rents that can be reaſonably had and obtained for the ſame, without any Fine or Income, or any other Matter or Thing in the Nature, or in Lieu of any Fine or Income to be had or taken thereupon, or in Reſpect of the making of ſuch Leaſes, as are laſt mentioned; and ſo as none of the ſaid reſpective Leaſes or Demiſes aforeſaid, whether for Life or Years, be, by any Clauſe or Words therein contained, freed from Impeachment of Waſte; and ſo as the ſaid Leſſee or Leſſees, whether for Life or Years, to whom any ſuch Leaſe or Leaſes reſpectively ſhall be made as aforeſaid, doth and do ſeal and deliver a Counterpart or Counterparts of ſuch Leaſe or Leaſes; and ſo as in every ſuch Leaſe for twenty-one Years, or any leſſer abſolute Term, there be contained a Clauſe of Re-entry in Caſe the Rent and Rents thereupon to be reſerved, be behind and unpaid by the Space of twenty-one Days:

The Truſts of the 500 Years declared,

*Provided* always, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, and of the Parties hereunto, that the ſaid Term of 500 Years herein before limited to the ſaid *W. D. J. D. E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, as aforeſaid, is ſo limited to them, upon the Truſts and Confidences, and to and for the Intents and Purpoſes herein after expreſſed and declared, of, for and concerning the ſame, that is to ſay, *Upon Truſt*, in the firſt Place, for the further and better ſecuring the Payment of the ſaid Annuity or yearly Sum of 100 *l.* at the Times and Place herein before appointed for Payment of the ſame, clear of all Taxes and Charges as aforeſaid, to the ſaid *C. D.* and her Aſſigns, for her Life, after the Death of the ſaid *A. B.* her intended Husband; and for that End, in Caſe the ſaid Annuity or yearly Sum of 100 *l.* or any Part thereof, ſhall be behind and unpaid by the Space of ſixty Days next after any of the ſaid Feaſt-Days, whereon the ſame ought to be paid as aforeſaid (although no Demand be thereof made), then and ſo often the ſaid *W. D. J. D. E. F.* and *G. H.* and the Survivors and Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhall and may from Time to Time enter into and upon all and ſingular the ſaid Manor and Premiſſes mentioned to be hereby releaſed, or into or upon any Parts or Part thereof, and to receive and take the Rents, Iſſues and Profits thereof, and diſtrain upon or bring Actions againſt the Tenants of the Premiſſes, for recovering the ſame; and thereby

Firſt, for better ſecuring the Payment of the Annuity.

If the Annuity ſhall be unpaid ſixty Days, the Truſtees ſhall enter upon the Premiſſes, and receive the Rents, &c.

by and therewith ſatisfy and pay unto the ſaid *C. D.* and her Aſſigns, all or ſo much of the ſaid Rent-charge or yearly Sum of 100 *l.* as ſhall from Time to Time be ſo behind and unpaid, either before or after ſuch Entry, together with all Coſts, Charges, Damages and Expences concerning the ſame, and ſubject to the ſame Rent-charge or yearly Sum, and without Prejudice to Raiſing the ſame; *In Truſt* in the next Place, by and out of the Rents, Iſſues and Profits of the ſaid Manor, Rectory, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, mentioned to be hereby releaſed, or by Mortgage, Sale or other Diſpoſition of all or any Part of the ſame Premiſſes, for all or any Part of the ſame Term of 500 Years, or by all or any the Ways or Means aforeſaid, or any other Ways or Means, as they the ſaid *W. D. J. D. E. F.* and *G. H.* their Executors or Adminiſtrators, ſhall in their Diſcretion think fit, to levy and raiſe the Sum of 2000 *l.* of lawful Money of *Great Britain*, in Lieu and Recompence of the ſaid Surplus or Reſidue of the ſaid Cuſtomary Part or Share of the ſaid *C. D.* of her ſaid late Father's perſonal Eſtate, which the ſaid *A. B.* Party hereto, is, over and above her Marriage Portion, to receive to his own Uſe as aforeſaid; the ſaid Sum of 2000 *l.* to be paid to or applied for the Benefit of ſuch Child or Children of the ſaid *C. D.* by the ſame *A. B.* to be begotten, at ſuch Time or Times, and in ſuch Proportions and Manner, as the ſaid *C. D.* ſhall, whether Covert or Sole, and notwithſtanding her Coverture, by any Deed or Deeds to be by her ſealed and delivered, or by her Laſt Will and Teſtament in Writing, or any Writing purporting to be her Laſt Will, to be by her ſubſcribed and publiſhed in the Preſence of two or more credible Witneſſes, direct or appoint; and for Want of ſuch Direction or Appointment, then to and among all and every the Child and Children of the ſaid *C. D.* by the ſame *A. B.* to be begotten, other than an only or eldeſt Son, to be equally divided between or among them, if more than one, Share and Share alik; and if the ſame *A. B.* ſhall depart this Life in the Life-time of the ſaid *C. D.* without leaving any Iſſue of his Body then living, or afterwards born alive, then the ſaid Sum of 2000 *l.* to be raiſed and paid to the ſaid *C. D.* her Executors or Adminiſtrators, for her and their own Uſe and Benefit; but if the ſaid *C. D.* ſhall depart this Life in the Life-time of the

And in the next Place, out of the Rents of the Premiſſes, or by Mortgage or Sale, &c. raiſe 2000 l. in Lieu of the Reſidue of the Wife's Share of her Father's perſonal Eſtate, which the Husband is, over her Marriage Portion, to receive.

The 2000 l. to be paid to the Children of the Marriage, as the Wife by Deed or Will ſhall appoint, &c.

If the Huſband ſhall die in the Life-time of the Wife, without leaving Iſſue, then the ſaid 2000 l. to be paid to the Wife for her own Uſe; but if ſhe dies in the Life time of the Husband, without Iſſue, then the 2000 l. ſhall not be raiſed.

Truſtees to raiſe any Money, not exceeding 5000 l. as the Husband by Deed or Will ſhall appoint for Increaſe of the Portion herein after provided for younger Children, &c.

So ſoon as the Truſts of the 500 Years ſhall be diſcharged, and the Truſtees ſhall be ſatiſfied all Charges relating to the Truſts; or if the Husband, &c. ſhall pay the ſaid 2000 l. and ſuch Money, not exceeding 5000 l. as ſhall by the Husband be appointed to be raiſed, &c. then, after the Deceaſe of the Wife, and all Arrears of the Annuity, and all Charges relating to the ſaid Truſts ſhall be paid, the Term ſhall ceaſe.

ſame *A. B.* without leaving any Iſſue of her Body iſſuing, then the ſaid Sum of 2000 *l.* or any Part thereof, ſhall not be raiſed or paid; *And upon this further Truſt* and Confidence, that the ſaid *W. D. J. D. E. F.* and *G. H.* their Executors and Adminiſtrators, ſhall and do, by all or any the Ways and Means aforeſaid, levy and raiſe ſuch further Sum or Sums of Money, not exceeding in the whole the Sum of 5000 *l.* as the ſaid *A. B.* Party hereto, ſhall by any Deed or Deeds to be by him duly executed, or by his Laſt Will and Teſtament in Writing, to be by him ſubſcribed and publiſhed in the Preſence of two or more credible Witneſſes, direct or appoint, for Increaſe of the Portion or Portions herein after provided for the younger Child or Children of the ſame *A. B.* and *C. D.* between them to be begotten, to be paid at ſuch Time or Times, and in ſuch Proportions, and in Manner as the ſame *A. B.* ſhall, by ſuch Deed or Writing, or by any other Deed or Writing, atteſted as aforeſaid, direct or appoint; *And upon this further Truſt* and Confidence, that when and ſo ſoon as the Truſt herein before declared of the Term of 500 Years ſhall be fully ſatisfied, performed or diſcharged, and the ſaid *W. D. J. D. E. F.* and *G. H.* and the Survivor and Survivors of them, his Executors and Adminiſtrators, ſhall be fully reimburſed and ſatisfied all Charges and Expences occaſioned by or relating to the Execution of the Truſts herein before in them repoſed; or if the ſame *A. B.* or any other Perſon or Perſons to whom the Eſtate of Inheritance or Freehold of the Manor, Lands and Hereditaments in Reverſion or Remainder, immediately expectant upon the Determination of the ſaid Term of 500 Years, ſhall reſpectively for the Time being belong or appertain, do and ſhall well and truly pay or cauſe to be paid the ſaid Sum of 2000 *l.* intended to be raiſed for the ſaid *C. D.* or her Children as aforeſaid, and ſuch Sum and Sums of Money, not exceeding 5000 *l.* as ſhall by the ſame *A. B.* be appointed to be raiſed and paid as aforeſaid, or ſo much thereof as ſhall then be remaining unpaid, either to ſuch Child or Children of the ſame *A. B.* and *C. D.* between them to be begotten, as ſhall be intitled to the ſame reſpectively, or to the ſaid *W. D. J. D. E. F.* and *G. H.* or the Survivors or Survivor of them, his Executors or Adminiſtrators, to be by him or them paid over, according to the Truſts aforeſaid; then and in ſuch Caſe, from and immediately after the Deceaſe of the ſaid *C. D.* and after all Arrears of the ſaid Rent-charge or yearly Sum of 100 *l.* and all Coſts and Charges relating to the ſame, or to the Truſts herein before declared of the ſaid Term of 500 Years, ſhall be fully ſatisfied and paid, the ſaid Term of 500 Years, or ſo much thereof as ſhall not be diſpoſed of for the Purpoſes aforeſaid, ſhall from thenceforth ceaſe, determine and be void: *Provided alſo*, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, and of the Parties hereunto, that the ſaid Term of 600 Years herein before limited in Uſe to the ſaid *W. D. J. D. E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, is and was ſo limited to them as aforeſaid, upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes and Agreements herein after declared or expreſſed of and concerning the ſame, that is to ſay, In Caſe the ſaid *A. B.* Party hereto, ſhall happen to have no Iſſue Male of his Body on the Body of the ſaid *C. D.* his intended Wife, born in his Life-time, or after his Deceaſe, or there being ſuch Iſſue Male, all of them ſhall happen to die without Iſſue Male of any of their Bodies iſſuing, before any of them ſhall attain the Age of twenty-one Years, and that there be Iſſue one or more Daughter or Daughters of the Body of the ſame *A. B.* on the Body of the ſaid *C. D.* his intended Wife, whether born in the Life-time of the ſame *A. B.* or after his Deceaſe, then upon Truſt that they the ſaid *W. J. J. D. E. F.* and *G. H.* and the Survivors and Survivor of them, his Executors, Adminiſtrators and Aſſigns, either in the Life-time of the ſame *A. B.* if he ſhall ſo think fit and direct, or elſe after his Deceaſe, ſhall and do, by, with and out of the Rents, Iſſues and Profits of the ſaid Manor, Rectory, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, mentioned to be hereby releaſed, or by Sale, Mortgage, or other Diſpoſition thereof, or of any Part or Parts thereof, for all or any Part of the ſaid Term of 600 Years, or by all or any the Ways and Means aforeſaid, or any other Ways or Means, as they in their Diſcretion ſhall think fit, levy and raiſe, for the Portion and Portions of ſuch Daughter and Daughters, the ſeveral Sums of Money herein after mentioned, that is to ſay, If there be but one ſuch Daughter and no more, the Sum of 10000 *l.* for the Portion of ſuch only Daughter; and if there be two or more ſuch Daughters, then the Sum of 12000 *l.* for the Portions of all ſuch Daughters, to be equally divided to and amongſt ſuch Daughters, Share and Share alike; the ſame Portion and Portions to be paid unto ſuch Daughter and

The Truſts of the 600 Years declared,

To raiſe Portions and Maintenance for Daughters, if there be no Sons.

Daughters reſpectively, when and as ſhe or they ſhall reſpectively attain the Age of twenty-one Years, or be married (ſuch Marriage being after the Age of fourteen Years) which ſhall firſt happen, the ſame *A. B.* being then dead; or in Caſe he ſhall be then living, then within one Year next after his Deceaſe, with Intereſt from the Day of his Death, unleſs ſuch Portion or Portions ſhall be raiſed and paid in the Life-time of the ſame *A. B.* by his Direction under his Hand, if he ſhall think fit; and in Caſe any ſuch Daughter or Daughters, in the mean Time, before her or their Portion or Portions ſhall become payable or be paid as aforeſaid, ſhall depart this Life, the Portion or Portions of her or them ſo dying ſhall go to the Survivors or Survivor of them, and ſhall be equally divided, if more than one ſurviving, to be paid at ſuch Time or Times as her or their original Portion or Portions is or are herein before limited to be paid; ſo as no ſuch Daughter ſhall have, by Virtue of theſe Preſents, more than 10000 *l.* for her Portion; *And upon this further Truſt* and Confidence, that they the ſaid *W. D. J. D. E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, ſhall and do, from and after the Deceaſe of the ſame *A. B.* and ſuch Failure of Iſſue Male as aforeſaid, by and out of the Rents and Profits of the ſaid Manor, Rectory, Lands, Tenements, Hereditaments and Premiſſes, in the mean Time until the ſame Portion or Portions of ſuch Daughter or Daughters, ſhall become reſpectively payable as aforeſaid, raiſe and pay for the Maintenance and Education of ſuch Daughter or Daughters the ſeveral and reſpective yearly Sum and Sums of Money following, that is to ſay, If there ſhall happen to be but one ſuch Daughter and no more, the yearly Sum of 150 l. until her Age of twelve Years, and afterwards the yearly Sum of 300 *l.* until her ſaid Portion ſhall become payable; if there ſhall happen to be two ſuch Daughters and no more, the yearly Sum of 100 *l.* a-piece, until their reſpective Ages of twelve Years, and afterwards the yearly Sum of 200 *l.* a-piece, until their ſaid reſpective Portions ſhall become payable; and if there ſhall happen to be three or more ſuch Daughters, then ſuch Sum or Sums of Money, as the Intereſt of the Portions for them reſpectively provided ſhall amount unto; the ſaid ſeveral Sums of Money for Maintenance to be paid quarterly, at the ſaid four Feaſts or Days of Payment herein before mentioned, by equal Portions; the firſt Payment thereof to begin and be made at ſuch of the ſaid Feaſts as ſhall happen next after the Deceaſe of the ſame *A. B.* and ſuch Failure of Iſſue Male as aforeſaid: *Provided alſo,* that no ſuch Sale or Mortgage ſhall be made, until ſome one of the ſaid Portions ſhall become payable as aforeſaid; and that the Rents, Iſſues and Profits of the Premiſſes, over and above ſuch Maintenance, ſhall and may in the mean Time, until ſuch Mortgage or Sale of the ſame, or any Part thereof reſpectively be had and received by the Perſon or Perſons reſpectively, who for the Time being ſhall be next entitled in Reverſion or Remainder, expectant on the ſaid Term of 600 Years, to and for his and their own proper Uſe and Benefit: *Provided alſo,* that in Caſe any of the Monies herein provided for Portions for the Daughters of the ſame *A. B.* and *C. D.* as younger Children, other than out of the ſaid Sum of 2000 l. provided to be raiſed out of the ſaid Term of 500 Years as aforeſaid, ſhall, by Virtue of the Truſts herein declared, come unto the ſaid Daughters, or any of them, then ſuch Monies ſhall be accounted as Part of the Portions intended to be provided for ſuch Daughter or Daughters, by and out of the Truſts declared concerning the ſaid Term of 600 Years: *Provided alſo,* that in Caſe the ſame *A. B.* ſhall advance any Daughter or Daughters in Marriage, with any Portion or Portions in his Life-time, then and in ſuch Caſe ſuch Portion or Portions ſhall be accounted as Part of the Portions hereby provided, or intended for ſuch Daughter or Daughters reſpectively, unleſs the ſame *A. B.* ſhall declare the contrary in Writing under his Hand: *Provided alſo,* that in Caſe there ſhall be no ſuch Daughter or Daughters, or being ſuch, all of them ſhall happen to die before any of their ſaid Portions ſhall become payable as aforeſaid, or in Caſe all and every the Truſts declared as aforeſaid, of and concerning the ſaid Term of 600 Years, ſhall in all Things be fully performed, ſatisfied or diſcharged, according to the true Intent and Meaning of theſe Preſents, then and in any of the ſaid Caſes, the ſaid Truſtees Charges of the Execution of the ſame Truſts, relating to the ſaid Term of 600 Years being fully defrayed or ſatisfied, and all Arrears of Maintenance provided for ſuch laſt mentioned Daughter or Daughters, being likewiſe ſatisfied or diſcharged, the ſaid Term of 600 Years of and in the ſaid Manor, Rectory, Lands, Hereditaments and Premiſſes, or ſo much thereof as ſhall remain un-

No Sale or Mortgage ſhall be made until one of the Portions ſhall become payable.

If any of the Monies herein provided for Portions of Daughters, as younger Children, other than out of the ſaid 2000 l. ſhall, by Virtue of the Truſts herein declared, come to the Daughters, then ſuch Monies ſhall be accounted as Part of the Portions intended to be provided for them, out of the Truſts declared of the 600 Years.

If the Huſband advances any Daughters with any Portion, then ſuch Portion ſhall be accounted as Part of the Portions hereby provided for ſuch Daughters, unleſs he declares the contrary in Writing.

If there be no Daughters, or in Caſe all the Truſts of the 600 Years ſhall be diſcharged, then and in any of the ſaid Caſes, the Truſtees Charges of the Execution of the ſame Truſts being ſatisfied, and all Arrears of Maintenance being ſatisfied, the Term ſhall ceaſe.

ſold or undiſpoſed of, for the Purpoſes aforeſaid, ſhall ceaſe, determine and be utterly void. *And* the ſaid *A. B.* Party hereto, for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *W. D.* and *J. D.* their Heirs and Aſſigns, and every of them, by theſe Preſents, in Manner and Form following, that is to ſay, That for and notwithſtanding any Act, Matter or Thing heretofore by the ſame *A. B.* or the ſaid *A. B.* his late Father deceaſed, or either of them done, or wittingly or willingly ſuffered to the contrary, he the ſaid *A. B.* Party hereto, at the Time of the Sealing and Delivery of this Indenture is and ſtandeth lawfully and rightfully ſeiſed of and in the ſaid Manor, Rectory, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby releaſed, or mentioned or intended ſo to be, with their and every of their Appurtenances, of and in a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, without any Manner of Condition, Contingent, Proviſo or Power of Limitation of Uſe or Uſes, or other Reſtraint, Matter or Thing whatſoever, to defeat, alter, charge, change or determine the ſame; *And* that he the ſaid *A. B.* Party hereto, for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, hath in himſelf good Right, full Power, lawful and abſolute Authority to grant, bargain, ſell and releaſe the ſaid Manor, Rectory and other the Premiſſes, with their Appurtenances, unto the ſaid *W. D.* and *J. D.* their Heirs and Aſſigns, in Manner and to and for the Uſes aforeſaid, and according to the true Intent and Meaning of theſe Preſents; *And* that the ſaid Manor, Rectory, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby releaſed or mentioned or intended ſo to be, and every of them, with their Appurtenances, ſhall and lawfully may, from Time to Time and at all Time hereafter, remain, continue and be to and for the ſeveral and reſpective Uſes, Eſtates, Intents and Purpoſes, upon the Truſts and Confidences, and under and ſubject to the Proviſoes, Powers, Limitations and Agreements herein before mentioned, expreſſed and declared of and concerning the ſame; *And* ſhall and may accordingly be peaceably and quietly held and enjoyed, without the lawful Let, Suit, Trouble, Eviction, Interruption or Denial of the ſame *A. B.* or his Heirs, or of any other Perſon or Perſons whatſoever, lawfully claiming or to claim any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Manor and Premiſſes, or

The Huſband covenants, that notwithſtanding any Act by him or his late Father done, he is lawfully ſeiſed.

Power to grant.

That the Premiſſes ſhall remain to the Uſes herein mentioned.

or any of them, or any Part thereof, by, from or under him the ſame *A. B.* or the ſaid *A. B.* his late Father deceaſed, or either of them, their or either of their Right, Title or Intereſt; *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Jointures, Dowers, Uſes, Intails, Rents and Arrears of Rent, Statutes, Judgments, Recognizances, Titles, Troubles, Charges and Incumbrances whatſoever had, made, committed, done or ſuffered by the ſaid *A. B.* Party hereto, or the ſaid *A. B.* his late Father deceaſed, or either of them, or by, through, or with their or either of their Act, Means, Default, Procurement, Conſent or Privity; *Except* and other than the ſeveral Leaſes of ſeveral Parts of the Premiſſes already made, and determinable on three Lives, and a certain Rent-charge of 400 *l. per Annum* granted and limited to be iſſuing of the Premiſſes, to *E. B.* Mother of the ſaid *A. B.* Party hereto, and a Term of 500 Years of and in the ſame Premiſſes, created by Indenture bearing Date, *&c.* and now veſted in *P. Q.* and the ſaid *E. F.* *In Truſt* for ſecuring the ſaid Rent: *And moreover*, that he the ſame *A. B.* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming any Eſtate, Right, Title, Truſt or Intereſt of, in, to or out of the ſaid Manor, Rectory, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, hereby releaſed, or mentioned or intended ſo to be, or any of them, or any Part thereof, by, from, under or in Truſt for him the ſame *A. B.* or the ſaid *A. B.* deceaſed, other than and except the ſaid *E. B.* and her ſaid Truſtees, for and in Reſpect only of the ſaid Rent of 400 *l. per Annum*, and the ſaid Leſſees and their Aſſigns, in Reſpect only of the ſaid Leaſes before excepted, ſhall and will from Time to Time and at all Times hereafter, upon the reaſonable Requeſt of the ſaid *W. D.* and *J. D.* and their Heirs or Aſſigns, but at the proper Coſts and Charges in the Law of the ſame *A. B.* his Heirs and Aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deviſes, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Conveying and Sure-making of the ſaid Manor,

Free from Incumbrances.

Except Leaſes and a Rent-charge.

For further Aſſurance.

Manor, Rectory, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned to be hereby releaſed, with their and every of their Appurtenances, unto the ſaid *W. D.* and *J. D.* their Heirs and Aſſigns, to and for the Uſes, upon the Truſts and Confidences, and ſubject to the Proviſoes, Powers, Limitations and Agreements herein before mentioned, expreſſed and declared of, for and concerning the ſame, be the ſame by Fine or Fines, Feoffment or Feoffments, Recovery or Recoveries, or any other Matter of Record, or otherwiſe howſoever; as by the ſaid *W. D.* and *J. D.* their Heirs or Aſſigns, or their or any of their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required; ſo as ſuch Aſſurances contain in them no further or other Covenants or Warranty than againſt the Perſon or Perſons who ſhall be required to make and execute the ſame, and his, her and their Heirs, Acts and Deeds reſpectively, and ſo as the Perſon or Perſons who ſhall be required to make and execute the ſame, be not compelled or compellable to travel or go above the Space of ten Miles from his, her or their reſpective Abode, for the making or doing thereof. *And* it is hereby declared to be the true Intent and Meaning of theſe Preſents, and of the Parties hereunto, that all and every Fine and Fines, Recovery and Recoveries, and all and every other Conveyances and Aſſurances in the Law whatſoever already had, made, done, acknowledged, levied, executed or ſuffered, or hereafter to be had, made, done, acknowledged, levied, executed or ſuffered, of the ſaid Manor, Rectory, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or of any Part thereof, either by themſelves or jointly with any other Meſſuages, Lands and Hereditaments, between the ſame Parties to theſe Preſents, or any of them, or whereto the Parties to theſe Preſents, or any of them, ſhall be Parties or Party, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken to be and enure, and is and are hereby declared to have been at the Time of the Levying, Suffering, Making or Executing thereof, meant and intended to be and enure, to and for ſuch Uſes, Intents and Purpoſes, upon ſuch Truſts and Confidences, and under and ſubject to ſuch Proviſoes, Powers and Agreements, as concerning the ſaid Manor and Premiſſes are herein before limited, declared or expreſſed, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever:

All Fines, &c. to enure to ſuch Uſes as are herein declared.

whatſoever: *And this Indenture farther witneſſeth,* and it is hereby declared to be the true Intent and Meaning of theſe Preſents, and of the Parties hereunto, that the ſaid Share and Intereſt in the ſaid joint Stock of *South-Sea* Annuities ſhall and may, with the Conſent or Approbation of the ſaid *A. B.* Party hereto, and *C. D.* or the Survivor of them if living, teſtified in Writing under their, his or her Hands or Hand, be ſold and diſpoſed of, and that all and every Sum and Sums of Monies ariſing by ſuch Sale, and alſo all Monies ariſing by Sale of the ſaid Manors of *L.* and *M.* and the Tithes thereof, and the ſaid Lands and Hereditaments in *L.* and *M.* aforeſaid, ſo conveyed to the ſaid *W. D. J. D. E. F.* and *G. H.* and their Heirs, *In Truſt* to be ſold as aforeſaid, ſhall, as the ſame ſhall ariſe, be paid into the Hands of them the ſaid *W. D. J. D. E. F.* and *G. H.* or the Survivors or Survivor of them, his Executors or Adminiſtrators, and be by them reſpectively, with the Conſent of the ſaid *A. B.* Party hereto, and *C. D.* or the Survivor of them if living, teſtified as aforeſaid, laid out in the Purchaſe of Lands and Hereditaments of Inheritance, in that Part of *Great Britain* called *England,* of a good and indefeaſible Title in Fee-ſimple, and free from Incumbrances; and that ſuch Lands and Hereditaments, when purchaſed, ſhall at the Coſts and Charges of the ſame *A. B.* his Executors or Adminiſtrators, be ſettled and aſſured by ſuch Conveyances or Aſſurances in the Law as by the ſaid *W. D. J. D. E. F.* and *G. H.* or the Survivors or Survivor of them, or his Heirs, or their or his Counſel learned in the Law, ſhall be adviſed or deviſed, to, for and upon the ſeveral Uſes, Eſtates, Intents and Purpoſes following, *viz. To the Uſe* and Behoof of the ſame *A. B.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Deceaſe of the ſame *A. B. To the Uſe* of the ſaid *C. D.* and her Aſſigns, for the Term of her Life, in full of her Jointure, and in full Recompence, Lieu, Bar and Satisfaction of her Dower, which ſhe might otherwiſe have or claim in all or any the Manors, Meſſuages, Lands and Hereditaments whereof the ſame *A. B.* her intended Huſband, ſhall at any Time during the intended Coverture be ſeiſed of or for any Eſtate of Inheritance; and from and after the Determination of the ſeveral Eſtates aforeſaid, by Forfeiture or otherwiſe, *To the Uſe* and Behoof of the ſaid *W. D.* and *J. D.* and their Heirs, during the Lives of the ſame *A. B.* and *C. D.* and the Life of

The South-Sea Annuities to be ſold, and the Money ariſing by Sale, and alſo by Sale of the Eſtate conveyed to the Truſtees to be ſold, to be paid to the Truſtees, and be by them laid out in the Purchaſe of Lands, to be ſettled to the Uſe of the Huſband for Life ſans Waſte, after his Deceaſe to the Wife for Life in full of her Jointure, and in Bar of Dower.

Remainder to Truſtees to preſerve contingent Uſes.

Remainder to the firſt and other Sons of the Marriage in Tail Male.

Remainder to the Huſband in Fee.

Power for the Huſband to make a Jointure to another Wife.

Power to make Leaſes for twenty-one Years.

the longeſt Liver of them, *Upon Truſt* to preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, but nevertheleſs to permit the ſame *A. B.* and his Aſſigns, during his Life-time, and after his Deceaſe the ſaid *C. D.* and her Aſſigns, during her Life-time, to receive the Rents, Iſſues and Profits thereof, to their own reſpective Uſes; and after the Deceaſe of the ſame *A. B.* and *C. D.* and the longer Liver of them, *To the Uſe* of the firſt Son of the Body of the ſame *A. B.* on the Body of the ſaid *C. D.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other the Son and Sons of the Body of the ſame *A. B.* on the Body of the ſaid *C. D.* lawfully to be begotten, whether born in the Life-time or after the Deceaſe of the ſame *A. B.* ſeverally, ſucceſſively and in Remainder, one after another, as they and every of them ſhall happen to be in Priority of Birth and Seniority of Age, and the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every of ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body iſſuing, being always preferred and to take before the Younger of ſuch Sons and the Heirs Male of his and their Body and Bodies iſſuing; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſame *A. B.* his Heirs and Aſſigns for ever: *Provided* always, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, that it ſhall and may be lawful, and in ſuch Settlement to be made of any the Lands and Hereditaments intended to be purchaſed and ſettled as aforeſaid, a Power ſhall be contained, for the ſaid *A. B.* Party hereto, ſurviving the ſaid *C. D.* his intended Wife, by his Deed or Deeds indented, to make a Jointure to any ſecond or other Wife which he may happen to marry after the Deceaſe of the ſaid *C. D.* either before or after ſuch Marriage of any the Lands and Hereditaments ſo agreed to be purchaſed and ſettled as aforeſaid, ſo as ſuch Lands and Hereditaments which ſhall be ſo limited in Jointure to ſuch ſecond or other Wife, at any Time during the Continuance of Iſſue Male of the Bodies of the ſame *A. B.* and *C. D.* between them to be begotten, exceed not together in the Whole 300 *l. per Ann.* and be not made diſpuniſhable of Waſte by any expreſs Clauſe or Words to be therein contained; *And alſo* that it ſhall and may be lawful, and in ſuch Settlement a

Power ſhall be contained for the ſame *A. B.* and after his Deceaſe for the ſaid *C. D.* him ſurviving, by Indenture to make Leaſes of any the Lands and Hereditaments ſo agreed to be purchaſed and ſettled as aforeſaid, for any Term of Years not exceeding twenty-one Years in Poſſeſſion, but not in Reverſion or by way of future Intereſt, ſo as the beſt or moſt improved Rent that can be reaſonably had or got for the ſame, without taking any Fine or Income, ſo as ſuch Leaſe or Leaſes be not made diſpuniſhable of Waſte by any expreſs Clauſe or Words to be therein contained, and ſo as in ſuch Leaſes there be contained Clauſes of Re-entry for Non-payment of the Rent, and all other uſual and reaſonable Covenants, and ſo as Counterparts of ſuch Leaſes be reſpectively executed: *Provided* always, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, that it ſhall and may be lawful to and for the ſaid *W. D. J. D. E. F.* and *G. H.* and the Survivors and Survivor of them, his Executors and Adminiſtrators, with the Conſent of the ſame *A. B.* and *C. D.* or the Survivor of them if living, teſtified as aforeſaid, to lay out the Money ariſing by Sale of the ſaid *South-Sea* Annuities, and of the ſaid Manor of and Lands in *L.* and *M.* aforeſaid, or any Part thereof, in the Purchaſe of any Copyhold or Leaſehold Lands or Hereditaments, to be ſettled to and for the like Uſes, Intents and Purpoſes, as are herein before expreſſed concerning the Lands of Inheritance intended to be ſo purchaſed as aforeſaid, or as near as the Rules of Law will allow, in ſuch Manner as by the ſaid *W. D. J. D. E. F.* and *G. H.* or the Survivors or Survivor of them, his Executors or Adminiſtrators, or his or their Counſel learned in the Law ſhall be deviſed, adviſed or required; any Thing in theſe Preſents contained to the contrary in any wiſe notwithſtanding: *Provided alſo*, and it is hereby further declared by and between the ſaid Parties to theſe Preſents, That all Monies ariſing by Sale of the ſaid *South-Sea* Annuities, and of the ſaid Manor of and Lands in *L.* and *M.* aforeſaid, or any Part thereof, in the mean Time until the ſame ſhall be laid out in ſuch Purchaſe or Purchaſes aforeſaid, ſhall by and in the Names of the ſaid *W. D. J. D. E. F.* and *G. H.* or of the Survivors or Survivor of them, or of the Executors or Adminiſtrators of ſuch Survivor, by and with the Conſent of the

Power for the Truſtees, with the Conſent of the Huſband and Wife, &c. to lay out the Money ariſing by Sale of the South-Sea Annuities, and of the Lands, in the Purchaſe of Copyhold or Leaſehold Lands, to be ſettled.

And until the ſame ſhall be laid out in ſuch Purchaſe, ſhall by and in the Names of the Truſtees be put out at Intereſt, and as well all Rents and Fines as the Intereſt (after the Charges relating to the Truſt are ſatisfied) ſhall go and be paid to ſuch Perſons as the Rents of the Lands intended to be purchaſed ought to go and be received.

ſame *A. B.* if living, and after his Deceaſe, then by and with the Conſent of the ſaid *C. D.* if living, teſtified in Writing under his or her Hand, and afterwards, as the ſaid Truſtees ſhall think fit, be put forth upon real Securities at Intereſt, or placed in or upon publick Stocks or Funds; and as well all Rents, Iſſues and Profits of the ſaid Manor of and Lands in *L.* and *M.* aforeſaid, and all Fines raiſed by leaſing all or any Part thereof, until Sale or Diſpoſal thereof, as the Dividend, Intereſt and Proceed of the *South-Sea* Annuities aforeſaid, and of all other Stocks, Funds and Securities, whereon or wherein the Monies ariſing by Sale of the ſaid *South-Sea* Annuities ſo transferred as aforeſaid, and of the ſaid Manor and Lands in *L.* and *M.* aforeſaid, or of any Part thereof, until the ſame ſhall be laid out in ſuch Purchaſe or Purchaſes as aforeſaid, ſhall be placed or veſted as aforeſaid, after the Charges and Expences relating to the Truſts aforeſaid, and the Management thereof, firſt ſatisfied and deducted, ſhall from Time to Time go and be paid to and received by ſuch Perſon and Perſons, and in ſuch Courſe, Order and Manner, as the Rents and Profits of the Lands and Hereditaments ſo intended to be purchaſed, in Caſe the ſame were purchaſed and ſettled as aforeſaid, ought by the true Intent and Meaning of theſe Preſents to go and be received: *And this Indenture moreover witneſſeth*, and the ſaid *A. B.* Party hereto, for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *W. D.* and *J. D.* their Executors and Adminiſtrators, by theſe Preſents, that by and out of the Monies due, or to grow due upon the ſaid Bond or Obligation entred into by the ſaid *R. F.* as aforeſaid, the Sum of 5000 *l.* ſhall in the firſt Place be applied for the Portion or Portions of the Daughters and younger Sons of the ſame *A. B.* and *C. D.* between them to be begotten, at ſuch Time or Times, and in ſuch Shares, Proportions and Manner, as the ſame *A. B.* ſhall, by any Deed or Deeds, to be by him ſealed and delivered, or by his laſt Will and Teſtament in Writing, to be by him ſubſcribed and publiſhed in the Preſence of two or more credible Witneſſes, direct or appoint; and in Default of ſuch Direction or Appointment, then the ſaid Sum of 5000 *l.* ſhall be applied for the Portions and Preferment of ſuch Daughter or Daughters, and younger Son or Sons, between them the ſaid *A. B.* and *C. D.* his intended Wife to be begotten, equally to be divided between or among them, if more than one, Share and Share alike; the Portion of each ſuch

The Huſband covenants that out of the Money due and to grow due upon the ſaid Bond, 5000 l. ſhall in the firſt Place be applied for Portions and Maintenance of Daughters and younger Sons of this Marriage.

ſuch Daughter to be paid to her at her Age of twenty-one Years, or Day of Marriage, which ſhall firſt happen; and the Portion of each ſuch younger Son at his Age of twenty-one Years, or ſooner, if the ſaid *W. D. J. D. E. F.* and *G. H.* or the Survivors or Survivor of them, his Executors or Adminiſtrators, ſhall think fit, for his Advancement or Benefit, the ſame *A. B.* being then dead; or in Caſe any ſuch Daughter ſhall attain her Age of twenty-one Years, or be married, or any ſuch younger Son ſhall attain his Age of twenty-one Years in the Life-time of the ſame *A. B.* then immediately after his Deceaſe, and from and after the Deceaſe of the ſame *A. B.* the Intereſt of the Portion or Share of each Daughter or younger Son of the ſaid Sum of 5000 *l.* ſhall be applied for the Maintenance and Education of ſuch Daughters and younger Sons reſpectively, until his or her ſaid Portion reſpectively ſhall become payable, or be ſooner paid as aforeſaid, and to or for no other Truſt, Intent or Purpoſe whatſoever. *And further*, that for the better ſecuring the ſaid Sum of 5000 *l.* to be applied to the Purpoſes aforeſaid, he the ſame *A. B.* his Executors or Adminiſtrators, upon Requeſt of the ſaid *W. D.* and *J. D.* or the Survivor of them, his Executors or Adminiſtrators, but at the proper Coſts and Charges of the ſame *A. B.* his Executors or Adminiſtrators, ſhall and will procure the Executors of the laſt Will of the ſaid *A. B.* deceaſed, to aſſign to the ſaid *W. D. J. D. E. F.* and *G. H.* their Executors and Adminiſtrators, the ſaid Bond or Obligation, and all Monies due thereon as aforeſaid, and do every other reaſonable Act, Matter and Thing, for the better enabling them to receive and recover the ſame. *And* it is hereby declared to be the true Intent and Meaning of theſe Preſents, and of the ſaid Parties, that the ſaid Bond or Obligation entred into by the ſaid *R. F.* to the ſaid *A. B.* deceaſed, and ſo to be aſſigned to the ſaid *W. D. J. D. E. F.* and *G. H.* as aforeſaid, ſhall be ſo to them aſſigned, *Upon the Truſts*, and to and for the Intents and Purpoſes following, that is to ſay, *In Truſt* that the ſaid *W. D. J. D. E. F.* and *G. H.* their Executors and Adminiſtrators, ſhall and do in the Names of them the ſaid *W. D. J. D. E. F.* and *G. H.* and of the Survivors and Survivor of them, or of the Executors or Adminiſtrators of ſuch Survivor, with the Conſent of the ſame *A. B.* if living,

And for better ſecuring the ſaid 5000 l. to be applied for the ſaid Purpoſes, will procure the Executors of his Father's Will to aſſign the ſaid Bond.

The Bond to be aſſigned in Truſt, that the Truſtees ſhall in their own Names, with the Conſent of the Huſband, put forth the ſame at Intereſt; and after the Charges of the Truſt are ſatisfied, ſhall permit the Huſband during his Life to receive the Intereſt of the 5000 l. and after his Deceaſe, or in his Life-time, with his Conſent in Writing, ſhall apply the ſame 5000 l. or any Part thereof, for ſuch Portions and Maintenance as are laſt mentioned.

teſtified in Writing under his Hand, put forth the ſame upon real Securities at Intereſt, or place the ſame in or upon publick Stocks or Funds, and after the Charges and Expences relating to the Truſt aforeſaid, and the Management thereof, firſt ſatisfied and deducted, ſhall and do permit and ſuffer the ſame *A. B.* and his Aſſigns, during his Life, to receive and take to his and their own Uſe the Dividends, Intereſt and Proceed of the ſaid Sum of 5000 *l.* and of all ſuch Stocks, Funds and Securities, wherein the ſame Sum of 5000 *l.* or any Part thereof, ſhall be veſted as aforeſaid; and after the Deceaſe of the ſame *A. B.* or in his Life-time, with his Conſent, ſignified in Writing under his Hand, ſhall and do apply the ſame Sum of 5000 *l.* or any Part thereof, to and for ſuch Portions and Maintenance as are laſt herein before mentioned in Manner aforeſaid; *And moreover* ſhall permit and ſuffer the ſame *A. B.* his Executors or Adminiſtrators, to take and receive to his and their own Uſe all Monies due or to grow due upon or by Reaſon of the ſaid Bond, for Principal, Intereſt and Coſts, which ſhall remain after the ſaid Sum of 5000 *l.* firſt raiſed thereout as aforeſaid: *Provided* always, and it is declared to be the true Intent and Meaning of theſe Preſents, and of all the Parties hereto, that if there ſhall happen to be no younger Children of the Bodies of the ſaid *A. B.* and *C. D.* between them to be begotten, or being ſuch, all of them ſhall happen to die before any of their Portions ſhall become payable, or be paid as aforeſaid, by Virtue of theſe Preſents, that then and in ſuch Caſe the ſaid Sum of 5000 *l.* laſt herein before provided for ſuch Portions as aforeſaid, ſhall and may be paid to and received by the ſaid *A. B.* his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. *Provided alſo*, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, and of the Parties hereunto, that the ſaid *W. D. J. D. E. F.* and *G. H.* their Executors and Adminiſtrators, ſhall and may retain and deduct out of the Monies which ſhall come to their or any of their Hands, by Virtue of the Truſts aforeſaid, all Damages, Charges and Expences which ſhall be occaſioned to them, or any of them, by Virtue of ſuch Truſt reſpectively, and each of them ſhall be accountable only for ſuch Money as ſhall come to his own Hands reſpectively, and for his own reſpective wilful Default only; and that none of them ſhall be anſwerable

And permit the Huſband to receive all Monies due or to grow due upon the ſaid Bond, which ſhall remain after the ſaid 5000 l. firſt raiſed thereout.

If there be no younger Children of the Marriage, or being ſuch, all of them die before their Portions become payable, then the ſaid 5000 l. to be paid to the Huſband for his own Uſe.

Truſtees to retain out of the Monies which ſhall come to their Hands all their Expences, and each of them ſhall be accountable only for ſuch Money as ſhall come to his Hands, &c.

for the Acts, Receipts or Defaults of any other of them, nor ſhall any of them be anſwerable for any Loſs which may happen in any Purchaſe to be made with all or any Part of the Monies ariſing by Sale of the ſaid *South-Sea* Annuities, or any of them, or of all or any Part of the ſaid Manors of and Lands in *L.* and *M.* aforeſaid, or any Stock, Fund or Security, which may be taken for the ſame, or any Part thereof, or for all or any Part of the ſaid principal Sum of 5000 *l.* due and owing on the Bond or Obligation aforeſaid, or in lodging, or depoſiting the ſame reſpectively, or any Part thereof, for ſafe Cuſtody, in any Bank or Banker's Hands; ſo as the Money ariſing as well by Sale of the ſaid *South-Sea* Annuities, as by Sale of the ſaid Manors of and Lands in *L.* and *M.* aforeſaid, be laid out in ſuch Purchaſes, or placed on ſuch Stock, Fund or Security, or lodged or depoſited for ſafe Cuſtody, with the Conſent or Approbation of the ſame *A. B.* if living, or after his Deceaſe, of the ſaid *C. D.* if living, whether Covert or Sole, teſtified in Writing under his or her Hand reſpectively; and ſo as the ſaid 5000 *l.* principal Money, ſecured by the ſaid Bond, when paid in, be placed on ſuch Fund or Security, or lodged or depoſited, for ſafe Cuſtody, with the like Conſent or Approbation of the ſame *A. B.* if living, teſtified as aforeſaid, nor with any Loſs which may happen in Execution of any the Truſts hereby in them reſpectively repoſed, other than ſuch as ſhall happen by his or their reſpective wilful Default only, and not otherwiſe. *In Witneſs*, &c.

W.

*A Mar-*

## *A Marriage Settlement of Eſtates in* England *and* Ireland, *by Leaſe and Releaſe (with an Exception of ſome Woods and Wood Grounds) made by a Father, Mother and their Eldeſt Son (the intended Husband) and a Truſtee, in Conſideration of the Marriage, and Marriage Portion, which is paid to the Father.*

Recital of a Marriage intended.

Conſideration.

The Portion raiſed in Purſuance of an Act of Parliament.

T*HIS Indenture of ſix Parts*, made, *&c.* between *A. B.* of, *&c.* and *L.* his Wife, and *B. B.* Eſq; (Son and Heir apparent of the ſaid *A. B.* and *L.* his Wife) of the firſt Part, *C. D.* of, *&c.* of the ſecond Part, *E. F.* of, *&c.* and *G. H.* of, *&c.* of the third Part, *J. K.* Spinſter, who is eldeſt Daughter of *T. K.* late of, *&c.* deceaſed, and Niece of the ſaid *E. F.* and now of the Age of twenty-one Years, of the fourth Part, *L. M.* of, *&c.* and *Q. P.* of, *&c.* of the fifth Part, and *Q. R.* of, *&c. S. T.* of, *&c. V. W.* of, *&c. X. Y. Z. A.* of, *&c.* and *D. D.* of, *&c.* of the ſixth Part. *Whereas* a Marriage is intended ſhortly to be had and ſolemnized between the ſaid *B. B.* and *J. K. Now this Indenture witneſſeth,* That in Conſideration of the ſaid intended Marriage, and in Conſideration of the Sum of —— of lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *E. F.* and *G. H.* at or before the Sealing and Delivery of theſe Preſents, at the Requeſt and by the Direction of the ſaid *J. K.* and *B. B.* her intended Husband (teſtified by their being Parties to, and Sealing and Executing of theſe Preſents) the Receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *E. F.* and *G. H.* their Heirs, Executors, Adminiſtrators and Aſſigns by theſe Preſents (which ſaid Sum of —— paid by the ſaid *E. F.* and *G. H.* as aforeſaid, hath been raiſed or advanced by them, in Purſuance or upon Credit of an Act of Parliament paſſed in the —— Year of the Reign of, *&c.* (intitled, *An Act for the Sale of the Eſtate of* T. K. *Eſq; deceaſed)* for the more ſpeedy raiſing of Maintenance Money and Portions for his Daughters, and for other Purpoſes in the Bill mentioned) as for the Share and Proportion of the ſaid *J. K.* of the Monies to ariſe by Sale of the Eſtate of the ſaid *T. K.* and due or payable upon her Marriage, by Virtue of the ſaid Act of Parliament, and of the Settlement and Laſt Will and Teſtament of the ſaid *T. K.* in the ſaid Act particularly mentioned

tioned, and for and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain*, to the ſaid *A. B. B. B.* and *C. D.* in Hand paid by the ſaid *L. M.* and *O. P.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged accordingly, and for Settling and Aſſuring of the Manors, Caſtles, Towns, Meſſuages, Cottages, Mills, Lands, Woods, Tenements and Hereditaments herein after mentioned and intended to be hereby granted and releaſed, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after limited, declared and expreſſed of and concerning the ſame, they the ſaid *A. B.* and *L.* his Wife, *B. B.* and *C. D. Have*, and every of them *Hath*, Grant. granted, releaſed and confirmed, and by theſe Preſents *Do*, and every of them *Doth*, grant, releaſe and confirm unto the ſaid *L. M.* and *O. P.* (in their actual Poſſeſſion now being, by Virtue of a Bargain and Sale to them thereof made for one whole Year, for the Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain*, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, and made between the ſaid *A. B. B. B.* and *C. D.* of the one Part, and the ſaid *L. M.* and *O. P.* of the other Part, and ſealed and executed before the Sealing and Executing of theſe Preſents, and by Force of the Statute for transferring of Uſes into Poſſeſſion) and to their Heirs, *All* that the Manor of *E.* &c. (*Except* and Exceptions. always reſerved out of the ſaid Manor and Premiſſes, unto the ſaid *A. B.* his Heirs and Aſſign for ever, all thoſe Woods and Wood-grounds, and the Soil thereof, in *E.* aforeſaid, (*to wit*) The Great Wood, commonly called, &c. and alſo except, as aforeſaid, the Fences of the ſame Woods and Wood-grounds; and alſo except to the ſaid *A. B.* his Heirs and Aſſigns, all the Timber Trees now growing in the ſeveral Cloſes in *E.* aforeſaid, but not in the Hedge-rows of the ſaid Cloſes, or within two Yards of the ſame, commonly called, &c. and alſo except, as aforeſaid, to the ſaid *A. B.* his Heirs and Aſſigns, free Ingreſs, Egreſs and Regreſs at all Times of the Year for all and all Manner of Servants, Chapmen, Workmen, Carts, Horſes and Carriages whatſoever, to and from all the ſaid Woods and Wood-grounds, in, by and through any other Grounds belonging to the ſaid Manor of *E.* and full and free Liberty, at the Will and Pleaſure of the ſaid *A. B.* his Heirs and Aſſigns, at all Times hereafter, to cut down, work up and carry away the ſaid excepted Timber Trees now growing in the ſaid ſeveral Cloſes above mentioned, with Liberty to ſtock the ſame on the Soil of the ſaid Cloſes and Grounds, and alſo, if Occaſion, to make and burn the ſame or any Part or Parts thereof into Charcoal, and for that Purpoſe to make Pits, and get Sods and Duſt in the ſaid Cloſes, doing as little Damage to the Soil of the ſaid Cloſes thereby as conveniently may be; and alſo Liberty, with Servants, Horſes, Carts and Carriages, to carry away the ſaid Timber in Trees, or cut into Wares, and alſo the ſaid Charcoal, in and through any other Grounds or Ways belonging to the ſaid Manor of *E.*) *And alſo* all thoſe Meſſuages, *&c.* and all Outhouſes, Edifices, Buildings, Orchards, Gardens, Yards, Backſides, Woods, Underwoods, Waſtes, Waſte Grounds, Bogs, Loughs, Mountains, Paſtures, Feedings, Waters, Watercourſes, Fiſhings, Fiſhing-places, Commons of Paſture and Turbary, Ways, Eaſements, Profits, Commodities, Emoluments, Advantages, Services, Liberties, Franchiſes, Juriſdictions, Privileges and Appurtenances whatſoever, to the ſaid Caſtles, Manors, Towns, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Kingdom of *Ireland* reſpectively belonging or in any wiſe appertaining (*Of all* which ſaid Caſtles, Manors, Towns, Meſſuages, Lands, Tenements and Hereditaments in the ſaid Kingdom of *Ireland*, one or more Fine or Fines *ſur Conuzance de droit come ceo*, &c. is or are already acknowledged and levied, or is or are intended to be forthwith acknowledged and levied in due Form of Law, before his Majeſty's Juſtices of the Court of Common Pleas in the ſame Kingdom, by the ſaid *A. B.* and the ſaid *L.* his Wife, and *B. B.* unto the ſaid *C. D.* and his Heirs, by the Name of, *&c.*) and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Hereditaments and Premiſſes herein before mentioned and intended to be hereby granted and releaſed; and alſo *All* the Eſtate and Eſtates, Right, Title, Intereſt, Claim and Demand whatſoever, of them the ſaid *A. B.* and *L.* his Wife, *B. B.* and *C. D.* and of every of them, of, in, unto or out of the ſaid Caſtles, Manors, Towns, Meſſuages, Cottages, Mills, Lands, Tenements and Premiſſes herein before mentioned and intended to be hereby granted and releaſed, or any of them, or any Part or Parts of them, or any of them reſpectively; *To have and to hold* the ſaid Caſtles, Manors, Towns, Meſſuages, Cottages, Mills, Lands, Fairs, Markets, Tenements, Hereditaments,

A Fine levied, or intended to be levied, of the Premiſſes in *Ireland*.

Habendum.

ments, and all and ſingular the Premiſſes herein before mentioned and intended to be hereby granted and releaſed, with their and every of their Appurtenances (except the Woods, Woodlands, Timber Trees and Liberties before excepted) unto the ſaid *L. M.* and *O. P.* and their Heirs, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Powers and Agreements, as are herein after limited, declared, mentioned and expreſſed of and concerned the ſame, that is to ſay, *To the Uſe* of the ſaid *A. B.* and his Heirs, until the Solemnization of the ſaid intended Marriage, and from and after the Solemnization thereof, *Then* as to, for and concerning one Meſſuage, one Curtilage, *&c.* and being Parcel of the Premiſſes herein before mentioned and intended to be hereby conveyed, *To the Uſe* of the ſaid *A. B.* his Heirs and Aſſigns for ever; *And* as to, for and concerning the Towns and Lands of *C.* the Caſtles, *&c.* and Parcel of the Premiſſes herein before mentioned and intended to be hereby conveyed, *To the Uſe* of the ſaid *A. B.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; *And* from and after his Deceaſe, then *to the Uſe* of the ſaid *L. B.* Wife of the ſaid *A. B.* and her Aſſigns, for and during the Term of her natural Life, for her Jointure, and in full Satisfaction, Lieu and Bar of all Dower and Thirds, which ſhe ſhall or may have or claim of, in, unto or out of any Caſtles, Manors, Towns, Meſſuages, Lands, Tenements or Hereditaments, whereof the ſaid *A. B.* hath been, is or ſhall be ſeiſed of any Eſtate of Inheritance; and from and after the Deceaſe of the Survivor of them the ſaid *A. B.* and the ſaid *L.* his Wife, then *To the Uſe* of the ſaid *B. B.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of the ſame Eſtates limited to the ſaid *A. B.* and *L.* his Wife, and *B. B.* for their ſeveral and reſpective Lives, by Forfeiture or otherwiſe, then *To the Uſe* of the ſaid *L. M.* and *O. P.* and their Heirs, for and during the Lives of them the ſaid *A. B.* and *L.* his Wife, and *B. B.* and the Lives and Life of the Survivors or Survivor of them, *Upon Truſt* to preſerve contingent Remainders, herein after thereof limited, from being defeated or deſtroyed, and for that Purpoſe to make Entries, and bring Actions, as Occaſion ſhall require; but nevertheleſs *In Truſt* to permit and ſuffer the ſaid *A. B.* and his Aſſigns, during his natural

To the Father, till the Marriage;

and then Part of the Premiſſes in *Ireland* to him in Fee.

Other Part of the Premiſſes in *Ireland* to the Father for Life, ſans Waſte.

After his Deceaſe, to the Mother for Life, for her Jointure, and in Lieu of Dower;

Remainder to the Huſband for Life, ſans Waſte.

Remainder to Truſtees, to preſerve contingent Remainders.

natural Life, and after his Deceaſe, the ſaid *L. B.* and her Aſſigns, during her natural Life; and after the Death of the Survivor of them the ſaid *A. B.* and *L.* his Wife, then the ſaid *B. B.* and his Aſſigns, during his natural Life, to receive and take the Rents, Iſſues and Profits, to and for their ſeveral and reſpective Uſes and Benefits; and from and after the Death of the Survivor of them the ſaid *A. B.* and *L.* his Wife, and *B. B.* then *To the Uſe* of the ſaid *Q. R. S. T. V. W. X. Y. Z. A.* and *D. D.* their Executors, Adminiſtrators and Aſſigns, for and during the Term of 1000 Years, without Impeachment of or for any Manner of Waſte; nevertheleſs upon the *Truſts*, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes and Agreements herein after declared, mentioned and expreſſed of and concerning the ſame Term; *And* from and after the Solemnization of the ſaid intended Marriage, *Then* as to, for and concerning the Manor of *E.* with the Rights, Members and Appurtenances thereof, and the ſaid Manor-Houſe or Capital Meſſuage called *E.* Hall, and all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in *E.* and other Pariſhes, Towns and Places in the ſaid County of *S.* or elſewhere in the ſame County (other than and except the Woods, Wood-grounds, Timber Trees, Fences and Liberties herein before particularly excepted) being of the yearly Value of —— *And* as to, for and concerning *All, &c. To the Uſe* of the ſaid *B. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, by Forfeiture or otherwiſe, *To the Uſe* of the ſaid *L. M.* and *O. P.* and their Heirs, for and during the natural Life of the ſaid *B. B. Upon Truſt* to preſerve contingent Remainders thereof herein after limited, from being defeated or deſtroyed, and for that Purpoſe to make Entries and bring Actions, as Occaſion ſhall require; but nevertheleſs in Truſt to permit and ſuffer the ſaid *B. B.* and his Aſſigns, to receive and take the Rents, Iſſues and Profits thereof, to and for his and their own Uſe and Benefit, during his natural Life; and from and after the Death of the ſaid *B. B. Then to the Uſe* of the ſaid *J. K.* and her Aſſigns, for and during the Term of her natural Life, for her Jointure, and in full Satisfaction, Lieu and Bar of all Dower and Thirds, and Title of Dower or Thirds which ſhe ſhall or may have or claim, of, in, unto or out of any Manors, Meſſuages, Lands, Tenements or Hereditaments,

Remainder to Truſtees for 1000 Years.

The Manor of *E.* in *England*, and other Premiſſes, to the Huſband for Life, ſans Waſte.

And after his Death, to the Wife for Life, for her Jointure, and in full of Dower.

whereof the ſaid *B. B.* ſhall be ſeiſed of any Inheritance, during the intended Coverture between him and the ſaid *J. K.* *And* from and after the Solemnization of the ſaid Intended Marriage, *Then* as to, for and concerning all and ſingular the ſaid Towns, Meſſuages, Cottages, Mills, Lands, Tenements, Advowſon, Hereditaments and Premiſſes herein before mentioned and intended to be hereby granted and releaſed, whereof no Uſe is herein before limited, to take Effect, after the Solemnization of the ſaid intended Marriage, *To the Uſe* of the ſaid *A. B.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after his Deceaſe, then *To the Uſe* of the ſaid *B. B.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of the ſame Eſtates, limited to the ſaid *A. B.* and *B. B.* for their ſeveral and reſpective Lives, by Forfeiture or otherwiſe, then *To the Uſe* of the ſaid *L. M.* and *O. P.* and their Heirs, for and during the Lives of them the ſaid *A. B.* and *B. B* and the Life of the longeſt Liver of them, *Upon Truſt* to preſerve contingent Remainders herein after thereof limited, from being defeated or deſtroyed; and for that Purpoſe to make Entries and bring Actions, as Occaſion ſhall require; but nevertheleſs in Truſt to permit and ſuffer the ſaid *A. B.* and his Aſſigns, during his natural Life, and after his Death, the ſaid *B. B.* and his Aſſigns, during his natural Life, to receive and take the Rents, Iſſues and Profits to and for their ſeveral and reſpective Uſes and Benefits; *And* as to, for and concerning all and ſingular the ſaid Caſtles, Manors, Towns, Meſſuages, Cottages, Mills, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned and intended to be hereby granted and releaſed, whereof or wherein any Eſtate is herein before limited to the ſaid *B. B.* for his Life, as the ſeveral and reſpective Uſes and Eſtates thereof, herein before limited, ſhall reſpectively end and determine, and ſubject to ſuch Uſes and Eſtates, *To the Uſe* of the firſt Son of the ſaid *B. B.* on the Body of the ſaid *J. K.* his intended Wife to be begotten, and of the Heirs Male of the Body of ſuch firſt Son, lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* of the ſecond Son of the Body of the ſaid *B. B.* on the Body of the ſaid *J. K.* his intended Wife, to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of

After the Solemnization of the Marriage, then as to the Premiſſes, whereof no Uſe is before limited, to take Effect after the Marriage, to the Father for Life, ſans Waſte;

Remainder to the Husband for Life, ſans Waſte;

Remainder to Truſtees to preſerve contingent Remainders.

And as to all the Premiſſes limited to the Husband for Life, as the ſeveral Uſes thereof herein before limited ſhall determine, and ſubject to ſuch Uſes, to the Uſe of the firſt and other Sons of this Marriage in Tail Male.

ſuch Iſſue, *To the Uſe* of the third Son of the Body of the ſaid *B. B.* on the Body of the ſaid *J. K.* his intended Wife, to be begotten, and of the Heirs Male of the Body of ſuch third Son lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* of the fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other Son and Sons of the Body of the ſaid *B. B.* on the Body of the ſaid *J. K.* to be begotten ſeverally, ſucceſſively and in Remainder, one after another, as they ſhall be in Priority of Birth and Seniority of Age, and of the ſeveral and reſpective Heirs Male of the ſeveral and reſpective Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the elder of ſuch Sons and the Heirs Male of his Body iſſuing being always preferred and to take before the younger of ſuch Sons and the Heirs Male of his and their Body and Bodies iſſuing; *And* for Default of ſuch Iſſue, *To the Uſe* of the firſt, ſecond, third, fourth, fifth, ſixth, ſeventh and all and every other Son and Sons of the ſaid *B. B.* to be begotten on the Body of any Woman, which after the Death of the ſaid *J. K.* ſhall be his Wife, ſeverally, ſucceſſively and in Remainder, one after another, as they ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons to be begotten; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing being always preferred to take before the younger of ſuch Sons and the Heirs Male of his and their Body and Bodies iſſuing; and in Default of ſuch Iſſue, *To the Uſe* of *C. B.* Eſquire (ſecond Son of the ſaid *A. B.*) for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, by Forfeiture or otherwiſe, *To the Uſe* of the ſaid *L. M.* and *O. P.* and their Heirs, for and during the natural Life of the ſaid *C. B.* upon Truſt to preſerve Contingent Remainders herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries and bring Actions, as Occaſion ſhall require; but nevertheleſs in Truſt to permit and ſuffer the ſaid *C. B.* and his Aſſigns, to receive and take the Rents, Iſſues and Profits, to and for his and their own Uſe and Benefit, during his natural Life, and from and after the Death of the ſaid *C. B.* *To the Uſe* of the firſt Son of the Body of the ſaid *C. B.* lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe*

Remainder to the firſt and other Sons of the Husband by any other Wife.

Remainder to *C. B.* the Father's ſecond Son, for Life, ſans Waſte, and his firſt and other Sons in Tail Male.

*Uſe* of the ſecond Son of the Body of the ſaid *C. B.* lawfully to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* of the third, fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other Son and Sons of the Body of the ſaid *C. B.* lawfully to be begotten, ſeverally, ſucceſſively and in Remainder, one after another, as they ſhall be in Priority of Birth and Seniority of Age, and of the ſeveral and reſpective Heirs Male of the ſeveral and reſpective Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body iſſuing being always preferred to take before the younger of ſuch Sons and the Heirs Male of his and their Body and Bodies iſſuing; *And* in Default of ſuch Iſſue, *To the Uſe* of *D. B.* Eſquire, (third Son of the ſaid *A. B.*) for and during the Term of his natural Life, without Impeachment of, *&c.* (limited to *D. B.* and his Heirs Male, in like Manner as to *C. D.*) his and their Body and Bodies iſſuing; *And* for Default of ſuch Iſſue, *To the Uſe* of the ſaid *A. B.* his Heirs and Aſſigns for ever; *And* as for, touching and concerning the ſaid Term of 1000 Years herein before limited, to the ſaid *Q. R. S. T. V. W. X. Y. Z. A.* and *D. D.* their Executors, Adminiſtrators and Aſſigns as aforeſaid; It is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſame Term is ſo limited to them, *Upon the Truſts,* and to and for the Intents and Purpoſes following, that is to ſay, upon Truſt, in Caſe the ſaid *B. B.* ſhall happen to have Iſſue of his Body, on the Body of the ſaid *J. K.* his intended Wife begotten, any younger Child or younger Children, (*viz.*) any Child or Children, beſides an eldeſt or only Son, be the ſame younger Child or younger Children, a Son or Sons, Daughter or Daughters, born or to be born at or after the Death of the ſaid *B. B.* that then they the ſaid *Q. R. S. T. V. W. X. Y. Z. A.* and *D. D.* or the Survivors or Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhall and do, at any Time or Times after the Death of the ſaid *B. B.* or in his Life-time, if he ſhall think fit, and appoint the ſame by any Writing under his Hand and Seal, atteſted by three or more credible Witneſſes, by demiſing, mortgaging or ſelling of the ſaid Term of 1000 Years, or any Part or Parts thereof, and of the ſaid Hereditaments and Premiſſes comprized in the ſame Term, or of any Part or Parts thereof, and by and with the Rents

Remainder to *D. B.* the Father's third Son for Life, ſans Waſte, and his firſt and other Sons in Tail Male.

Remainder to the Father in Fee.

Truſts of the 1000 Years declared.

To raiſe Portions and Maintenance for younger Children.

Rents and Profits thereof in the mean Time, until ſuch Selling, or by ſome or any of the ſaid Ways and Means as the ſaid *Q. R. S. T. V. W. X. Y. Z. A.* and *D. D.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, raiſe and levy (*Subject* nevertheleſs to the ſaid ſeveral Eſtates for Life of the ſaid *A. B.* and *L.* his Wife, and *B. B.* in the ſame Hereditaments and Premiſſes) any Sum or Sums of Money not exceeding, in the whole, 3000 *l.* in Caſe of one ſuch younger Child as aforeſaid, and no more, for his or her Portion; and not exceeding the Sum of 5000 *l.* in Caſe of two ſuch younger Children, and no more, for their Portions; and not exceeding, in the whole, the Sum of 8000 *l.* in Caſe of three or more ſuch younger Children as aforeſaid, for their Portions, to be paid unto ſuch younger Child or younger Children reſpectively, at ſuch Time and Times, and in ſuch Parts, Shares and Proportions, Manner and Form as the ſaid *B. B.* by any Writing or Writings under his Hand and Seal, atteſted by two or more credible Witneſſes, ſhall direct or appoint; and in Default of ſuch Direction and Appointment, then upon Truſt that they the ſaid *Q. R. S. T. V. W. X. Y. Z. A.* and *D. D.* and the Survivors and Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhall and do, by ſuch Ways and Means as aforeſaid, or any of them, raiſe and levy (ſubject nevertheleſs as aforeſaid) for the Portion or Portions of ſuch younger Child or younger Children as aforeſaid, ſuch one of the Sums following, as will comply with the Contingency following, that is to ſay, the Sum of 3000 *l.* if there ſhall be but one ſuch younger Child, to be paid to or for ſuch younger Child; and in Caſe there ſhall be but two ſuch younger Children and no more, then the Sum of 5000 *l.* to be paid to or for ſuch two younger Children, Share and Share alike; and in Caſe there ſhall be three or more ſuch younger Children, then the Sum of 8000 *l.* to be paid to or for ſuch three or more ſuch younger Children, Share and Share alike; and as to the Portion or Portions of ſuch younger Child or younger Children as aforeſaid, as ſhall be a Son or Sons, the ſame is or are to be paid, for want of ſuch Direction and Appointment as aforeſaid, at his or their reſpective Age or Ages of twenty-one Years; and as to the Portion or Portions of ſuch younger Child or younger

Children as aforeſaid, as ſhall be a Daughter or Daughters, the ſame is or are to be paid, for want of ſuch Direction and Appointment as aforeſaid, at her or their reſpective Age or Ages of eighteen Years, or Day or Days of Marriage, which ſhall firſt happen, in Caſe ſuch Ages or Marriages happen after the Death of the ſaid *B. B.* otherwiſe the Portion or Portions of ſuch younger Child or younger Children as aforeſaid is or are to be paid, for want of ſuch Direction or Appointment as aforeſaid, within three Kalendar Months next after the Death of the ſaid *B. B.* with Intereſt for the ſame from the Time of his Death to the Time of Payment after the Rate of 5 *l. per Cent. per Ann.* *And* upon further Truſt, in Caſe at the Time of the Death of the ſaid *B. B.* any ſuch younger Child or younger Children as aforeſaid, being a Son or Sons, ſhall be under the Age of twenty-one Years, or being a Daughter or Daughters, ſhall be under the Age of eighteen Years and unmarried, that then and in ſuch Caſe they the ſaid *Q. R. S. T. V. W. X. Y. Z. A.* and *D. D.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and do in the mean Time, from and after the Death of the ſaid *B. B.* until the Portion or reſpective Portions of ſuch younger Child or younger Children ſhall become payable as aforeſaid, by and out of the Rents, Iſſues and Profits of the ſaid Hereditaments and Premiſſes comprized in the ſaid Term of 1000 Years, raiſe and pay (ſubject nevertheleſs as aforeſaid) for the Maintenance and Education of ſuch younger Child or younger Children as aforeſaid, the yearly Sum or yearly Sums of Money following, that is to ſay, In Caſe of one ſuch younger Child only and no more, then the yearly Sum of 50 *l.* until his or her Portion ſhall become payable; and in Caſe of two ſuch younger Children and no more, then the yearly Sum of 50 *l.* a-piece until their reſpective Portions ſhall become payable; and in Caſe of three or more ſuch younger Children, then the yearly Sum of 40 *l.* a-piece until their Portions ſhall reſpectively become payable, ſuch reſpective yearly Maintenance and Maintenances to be paid Half-yearly to ſuch younger Child or younger Children, upon the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, The Feaſt-Days of, *&c.* by equal Portions, clear of all Taxes and Charges impoſed or to be impoſed by any Act or Acts of Parliament made or to be made, and clear of all Manner of Deductions whatſoever; the firſt Payment thereof to be made to ſuch younger Child or younger Children reſpectively on ſuch of the ſame two Feaſts

If any younger Child dies before his Portion becomes payable, or ſhall become an eldeſt or only Son, then his Portion, &c. ſhall be paid to the ſurviving Children.

as ſhall next happen after the Death of the ſaid *B. B.* *Provided* that if any ſuch younger Child or younger Children ſhall happen to die before his, her or their Portion or Portions ſhall become payable as aforeſaid, or ſhall become an eldeſt Son or only Son, then the Portion or Portions of him, her or them ſo dying, or becoming an eldeſt or only Son reſpectively, ſhall go, accrue and be paid to the Survivors or Survivor, or others or other of them reſpectively, Share and Share alike (if more than one) when the original Portion or Portions of ſuch ſurviving or other younger Child or younger Children ſhall become payable as aforeſaid, yet ſo as no ſuch younger Child as aforeſaid, by Virtue of theſe Preſents, ſhall have for his or her Portion more than the Sum of 3000 *l.* And the ſaid Term of 1000 Years is upon *further Truſt*, in Caſe there ſhall be no Son of the Body of the ſaid *B. B.* on the Body of the ſaid *J. K.* born in the Life-time of the ſaid *B. B.* nor born after his Death; or if there ſhall be any ſuch Son or Sons, and all and every of the ſame Sons ſhall die before any of them ſhall have attained the Age of twenty-one Years, without leaving Iſſue Male of any of their Bodies; and in either of the ſame Caſes there ſhall happen to be one or more Daughter or Daughters of the ſaid *B. B.* on the Body of the ſaid *J. K.* his intended Wife born, or to be born at the Time of the Death of the ſaid *B. B.* who ſhall attain the Age of eighteen Years, or be married; that then they the ſaid *Q. R.* *S. T.* *V. W.* *X. Y.* *Z. A.* and *D. D.* or the Survivors or Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhall and do, at any Time or Times after the Death of the ſaid *B. B.* or in his Life-time, if he ſhall think fit, and ſhall appoint the ſame by any Writing or Writings under his Hand and Seal, to be atteſted by three or more credible Witneſſes, by ſome Sale or Sales, Mortgage or Mortgages, of the ſaid Term of 1000 Years, or of any Part or Parts thereof, and of the ſaid Hereditaments and Premiſſes comprized in the ſame Term, or of any Part or Parts thereof, and by and with the Rents and Profits thereof in the mean Time, until ſuch Sale or Sales, Mortgage or Mortgages, or by ſome or any of the ſaid Ways and Means as they the ſaid *Q. R.* *S. T.* *V. W.* *X. Y.* *Z. A.* and *D. D.* or the Survivors or Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor ſhall think fit, raiſe and levy (ſubject nevertheleſs to the ſaid ſeveral Eſtates for Life of the ſaid *A. B.* and *L.* his Wife, and *B. B.* in the ſame Hereditaments and Premiſſes) for the Portion or Portions of ſuch Daughter or

Proviſion for Daughters, if no Son.

Daughters as aforeſaid, the Sum of 8000*l.* of lawful Money of *Great Britain*, to be paid as followeth, that is to ſay, To be paid intirely to one ſuch Daughter for her Portion, if there ſhall be no more ſuch Daughters than one, and if there ſhall be more ſuch Daughters than one, then to be paid unto and be equally divided between or amongſt ſuch Daughters, Share and Share alike, for their Portions; the ſame Portion or Portions to be paid unto ſuch Daughter or Daughters reſpectively, as and when ſhe or they reſpectively ſhall attain her or their reſpective Age or Ages of eighteen Years, or be married, which ſhall reſpectively firſt happen, in Caſe the ſaid *B. B.* ſhall be then dead; and in Caſe he ſhall be then living, and ſhall not have appointed the ſame Portion or Portions to be raiſed in his Life-time, then within ſix Kalendar Months next after his Death, with Intereſt for the ſame in the mean Time, to be computed from the Death of the ſaid *B. B.* after the Rate of 5 *l. per Cent. per Ann.* and if any ſuch Daughter or Daughters as aforeſaid ſhall happen to die before her or their Portion or Portions ſhall become payable as aforeſaid, then the Portion or Portions of her or them ſo dying ſhall go to the Survivors or Survivor of them, and be equally divided between or amongſt the Survivors if more than one, and ſhall be paid at the ſame Time or Times as her or their original Portion or Portions ſhall become payable; *And* the ſaid Term of 1000 Years is upon further Truſt, that in Caſe the ſaid *B. B.* ſhall die leaving no Son by him begotten on the Body of the ſaid *J. K.* his intended Wife, born or to be born at the Time of his Death, or if at the Time of the Death of the ſaid *B. B.* there ſhall happen to be any Son or Sons by him begotten on the Body of the ſaid *J. K.* his intended Wife, and all and every of the ſame Son and Sons ſhall die before any of them ſhall have attained the Age of twenty-one Years, without leaving Iſſue Male of any of their Bodies lawfully begotten, and in either of the ſame Caſes there ſhall happen to be one or more Daughter or Daughters of the Body of the ſaid *B. B.* on the Body of the ſaid *J. K.* his intended Wife begotten, which ſhall be living at the Time of the Death of the ſaid *B. B.* and ſhall then be under the Age of eighteen Years and unmarried, or ſhall be born after the Death of the ſaid *B. B.* then they the ſaid *Q. R. S. T. V. W. X. Y. Z. A.* and *D. D.* or the Survivors or Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhall and do in the mean Time, from and after the Death of the ſaid *B. B.* until the ſaid Portion or Portions of the ſame Daughter or Daughters reſpectively ſhall become payable as aforeſaid, by and out of the Rents, Iſſues and Profits of the ſaid Hereditaments and Premiſſes comprized in the ſaid Term of 1000 Years, raiſe and pay (ſubject nevertheleſs as aforeſaid) for the Maintenance and Education of ſuch Daughter or Daughters, the yearly Sum or yearly Sums of Money following, (that is to ſay) In Caſe of one ſuch Daughter only and no more, the yearly Sum of 60 *l.* of lawful Money of *Great Britain* until her Age of ten Years, and afterwards the yearly Sum of 100 *l.* of like Money until her Portion ſhall become payable; and in Caſe of two ſuch Daughters and no more, then the yearly Sum of 50 *l.* of lawful Money of *Great Britain*, to each of them until their reſpective Ages of ten Years, and afterwards the yearly Sum of 80 *l.* of like Money until their Portions ſhall reſpectively become payable; and in Caſe of three or more ſuch Daughters, then the yearly Sum of 40 *l.* of lawful Money of *Great Britain*, to every one of them until their reſpective Ages of ten Years, and afterwards the yearly Sum of 70 *l.* of like Money to every one of them until their Portions ſhall reſpectively become payable; ſuch reſpective yearly Maintenance and Maintenances to be paid Half-yearly to ſuch Daughter or Daughters upon the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, The Feaſt-Days of, *&c.* by equal Portions, clear of all Manner of Taxes and Charges impoſed or to be impoſed by any Act or Acts of Parliament made or to be made, and clear of all Deductions and Abatements whatſoever; the firſt Payment thereof to be made to them reſpectively at ſuch of the ſame two Feaſts or Days as ſhall next happen after the Death of the ſaid *B. B.* and Failure of ſuch Iſſue Male as aforeſaid: *Provided always*, that if the ſaid *B. B.* ſhall in his Life-time advance and pay any Sum or Sums of Money for the Advancement of any ſuch younger Son or younger Sons as aforeſaid, or if any ſuch Daughter or Daughters as aforeſaid ſhall happen to be married in the Life-time of the ſaid *B. B.* and that he gives any Marriage Portion or Marriage Portions with ſuch Daughter or Daughters ſo married, then ſuch Sum or Sums of Money, and ſuch Marriage Portion or Marriage Portions reſpectively, ſhall (unleſs the ſaid *B. B.* ſhall under his Hand and Seal declare the contrary)

Proviſo that if the Huſband in his Life-time pays any Money for Advancement of younger Sons, or if Daughters marry, and he gives them Portions, then ſuch Money and Portions ſhall (unleſs he declares the contrary) be accounted in full, if equal, if not, then as Part of the Portions appointed to be raiſed, &c.

contrary) go and be accounted in full, if equal with, and if not equal with, then as Part of the Portion or Portions herein before appointed to be raiſed and paid as aforeſaid, and the Reſidue (if any) of the Portion or Portions which ſhall be payable by the true Intent and Meaning of theſe Preſents to ſuch younger Son or younger Sons ſo advanced as aforeſaid, or to ſuch Daughter or Daughters ſo married as aforeſaid, ſhall be only raiſed as aforeſaid, and paid to him, her or them reſpectively: *Provided alſo*, that if any ſuch Daughter or Daughters as aforeſaid ſhall be intitled to any ſuch Portion or Portions as aforeſaid as a younger Child or younger Children, and there ſhall afterwards be a Failure of Iſſue Male of the Body of the ſaid *B. B.* on the Body of the ſaid *J. K.* his intended Wife, then ſuch Portion or Portions ſhall be in Part of the Portion or Portions hereby provided for her or them upon Failure of ſuch Iſſue Male, ſo as ſhe or they ſhall not be intitled to any ſuch Portion or Portions as aforeſaid in double Capacities: *Provided alſo*, that no ſuch Sale or Sales, Mortgage or Mortgages as aforeſaid, ſhall be made for raiſing any ſuch Portion or Portions as aforeſaid for ſuch younger Son or younger Sons as aforeſaid, or ſuch Daughter or Daughters as aforeſaid, until one of the ſame Portions ſhall become payable, by Virtue of theſe Preſents; *And alſo* that if at the Time of the Death of the Survivor of them the ſaid *A. B.* and *L.* his Wife, and *B. B.* there ſhall be any ſuch younger Son as aforeſaid, or any ſuch Daughter or Daughters as aforeſaid, and no ſuch Son or Daughter ſhall then be of Age, or married, and intitled to receive any one of the ſaid Portions to be raiſed as aforeſaid, then the Reſidue of the Rents, Iſſues and Profits, to ariſe and be made of and from the ſaid Hereditaments and Premiſſes herein before limited for the ſaid Term of 1000 Years as aforeſaid, over and above what will ſatisfy and pay ſuch yearly Sum or yearly Sums as are herein before mentioned to be raiſed and paid for the Maintenance and Education of ſuch younger Son or younger Sons, or ſuch Daughter or Daughters as aforeſaid, over and above the Coſts and Charges in raiſing the ſame, ſhall and may, until one of the ſaid Portions to be raiſed as aforeſaid ſhall become payable by Virtue of theſe Preſents, be received and taken by and to and for the

If Daughters ſhall be intitled to Portions as younger Children, and there ſhall be a Failure of Iſſue Male, then ſuch Portions ſhall be in Part of the Portions hereby provided for them upon Failure of Iſſue Male.

No Sale, &c. to be made till one of the Portions becomes payable.

If at the Death of the Survivor of the Father, Mother and Huſband, there ſhall be any younger Sons or Daughters, and no Son or Daughter ſhall be of Age, or married, and be intitled to any of the Portions, then the Reſidue of the Rents to ariſe from the Premiſſes limited for the 1000 Years above what will pay for the Maintenance and Education of ſuch Sons or Daughters, ſhall, until one of the Portions ſhall become payable, be received for the Uſe of ſuch Perſon to whom the next Eſtate expectant on the Term ſhall belong.

Uſe and Benefit of ſuch Perſon or Perſons, to whom the next and immediate Eſtate for the Time being, expectant upon the Determination of the ſaid Term of 1000 Years, ſhall by Virtue of theſe Preſents belong: *Provided*, that if any Perſon or Perſons, to whom the next and immediate Eſtate for the Time being, expectant upon the Determination of the ſaid Term of 1000 Years of and in the ſaid Hereditaments and Premiſſes comprized in the ſame Term, ſhall by Virtue of theſe Preſents belong, ſhall pay unto ſuch younger Son or younger Sons, and ſuch Daughter or Daughters as aforeſaid, the ſaid Portion or Portions, and yearly Sum or yearly Sums, for Maintenance and Intereſt, to be raiſed and paid as aforeſaid, or ſo much thereof as ſhall not be then raiſed as aforeſaid; or if there ſhall be no ſuch younger Son or Daughter as aforeſaid, who ſhall live to be intitled to any ſuch Portion as aforeſaid, then and in either of the ſame Caſes reſpectively happening, (the Truſtees Charges in the Execution of the ſaid Truſts relating to the ſaid Term of 1000 Years being fully ſatisfied and diſcharged, and all Arrears of Maintenance being ſatisfied and diſcharged) the ſaid Term of 1000 Years of and in the ſaid Hereditaments and Premiſſes comprized in the ſame Term, or of or in ſo much thereof as ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, and the Equity of Redemption of what ſhall be mortgaged, ſhall from thenceforth go along with and attend upon the Reverſion, Remainder and Inheritance of the ſame Hereditaments, immediately expectant upon the Determination of the ſaid Term of 1000 Years, according to the ſeveral Uſes and Eſtates thereof herein before limited, or at the Election of the Perſon or Perſons who for the Time being ſhall be intitled to the Reverſion or Remainder, or immediately expectant upon the Determination of the ſame Term, ſhall ceaſe and be void: *Provided always*, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe the ſaid intended Marriage ſhall take Effect, and the ſaid *J. K.* ſhall happen to die in the Lifetime of the ſaid *B. B.* then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *B. B.* by any Writing or Writings under his Hand and Seal, atteſted by three or more credible Witneſſes, to aſſign, ſettle, limit or appoint, unto and to the Uſe of or in Truſt for any Woman or Women whom he the ſaid *B. B.* after the ſo dying as aforeſaid of the ſaid *J. K.* ſhall happen to marry or take to Wife, either before or after his ſo marrying,

If any Perſon to whom the next Eſtate expectant on the 1000 Years ſhall pay the Portions and Maintenance to be raiſed and paid, or ſo much thereof as ſhall not be raiſed; or if there ſhall be no younger Sons or Daughters who ſhall live to be intitled to any Portions, then (the Truſtees Charges, and all Arrears of Maintenance being ſatisfied) the 1000 Years of the Premiſſes comprized therein, or ſo much thereof as ſhall remain unſold, &c. ſhall from thenceforth attend the Inheritance, or ceaſe.

Power for the Huſband to make a Jointure to another Wife.

marrying, for the Life or Lives of ſuch Woman or Women reſpectively, for her or their Jointure or Jointures, or in Part, or for Increaſe of her or their Jointure or Jointures, any Part or Parts of the Hereditaments and Premiſſes herein before limited to the ſaid *J. K.* for her Jointure, as he the ſaid *B. B.* ſhall think fit, not exceeding the yearly Value of 400 *l.* if at the Time of the ſo dying as aforeſaid of the ſaid *J. K.* no Iſſue Male of her Body ſhall be living, then all the ſame Hereditaments and Premiſſes as are herein before limited, to the ſaid *J. K.* for her Jointure, or ſuch Part or Parts thereof as he the ſaid *B. B.* ſhall think fit (ſubject nevertheleſs to ſuch Leaſes, Charges and Eſtates, as ſhall happen to be thereof made, by Virtue of any of the Powers in theſe Preſents contained; ſo as no ſuch Jointure be made without Impeachment of Waſte, by any expreſs Words in ſuch Writing or Writings to be contained): *Provided always*, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for all and every Perſon and Perſons, who by Virtue of any the Limitations aforeſaid ſhall be in the actual Poſſeſſion of all or any Part or Parts of the Premiſſes herein before mentioned and intended to be hereby granted, conveyed and ſettled (other than and except the Manſion-houſe and Demeſnes of *B.* aforeſaid) by any Deed or Deeds indented, under their Hands and Seals reſpectively, to be executed from Time to Time, to make ſuch Leaſes or Demiſes of the ſame Premiſſes, or any Part or Parts thereof (other than and except as aforeſaid) as are herein after mentioned, that is to ſay, To make any Leaſe or Leaſes, Demiſe or Demiſes, of ſuch and ſo much, and ſuch Part and Parts of the ſaid Premiſſes hereby granted, conveyed and ſettled, (except as aforeſaid) as have been uſually or cuſtomarily let, demiſed or granted, for any two or three Lives, or for any Term of Years determinable upon the Death or Deaths of one or more Perſon or Perſons for one, two or three Life or Lives, or for any Term or Number of Years determinable upon the Death or Deaths of one, two or three Perſon or Perſons in Poſſeſſion, Reverſion, or by way of future Intereſt, yet ſo as there ſhall not at any one Time be a greater Eſtate or greater Eſtates in any Part of the ſaid Premiſſes ſo to be let or demiſed, than what ſhall determine upon the Deaths of three Perſons at moſt, at and under the preſent yearly Rents and Services, or more; and alſo to make any Leaſe or Leaſes, Demiſe or Demiſes, of ſuch and

Power to make Leaſes for Lives and Years.

and ſo much and ſuch Part and Parts of the ſaid Premiſſes hereby granted and conveyed (other than and except as aforeſaid) as have not been heretofore uſually let, demiſed or granted for Lives or for Years, on the Death or Deaths of one or more Perſon or Perſons, unto any Perſon or Perſons, for any Term or Number of Years, not exceeding twenty-one Years in Poſſeſſion, but not in Reverſion or Remainder or by Way of future Intereſt, at and under the beſt and moſt improved yearly Rent or yearly Rents that can be reaſonably had or obtained, without taking any Sum or Sums of Money or other Thing by way of Fine or Income for the ſame; ſo as no Leaſe or Demiſe to be made as aforeſaid, be made without Impeachment of Waſte, by any expreſs Words therein to be contained; and ſo as in every ſuch Leaſe and Demiſe there be contained uſual reaſonable and neceſſary Conditions, Powers and Covenants, and all and every the Leſſee and Leſſees therein to be named, ſeal and deliver Counterparts of ſuch Leaſes and Demiſes reſpectively; *And* as to, for and concerning the ſaid Fine or Fines already acknowledged and levied, or intended to be forthwith acknowledged and levied, unto the ſaid *C. D.* and his Heirs, as aforeſaid, and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever, heretofore had, made, levied, ſuffered or executed of the ſaid Caſtles, Manors, Towns, Meſſuages, Cottages, Mills, Lands, Tenements, Hereditaments and Premiſſes in the ſaid Kingdom of *Ireland*, or any of them, or any Part or Parts of them, or any of them, by or between the ſaid Parties to theſe Preſents, or any of them; it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that all and every ſuch Fine and Fines, Conveyances and Aſſurances as aforeſaid, ſhall be and enure, and ſo is and are, and was and were at the Time or reſpective Times of levying and executing thereof, meant and intended to be and enure, and is and are hereby declared by all the ſaid Parties to theſe Preſents to be and enure to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, Powers and Agreements, as are herein before limited, declared and expreſſed of and concerning the ſame Caſtles, Manors, Towns, Meſſuages, Cottages, Mills, Lands, Tenements, Hereditaments and Premiſſes reſpectively.

A Declaration of the Uſes of the Fine.

*And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, grant and agree to and with the ſaid

The Father covenants that notwithſtanding any Act done by him, &c. he hath Power to grant.

*L. M.* and *O. P.* their Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents in Manner following, that is to ſay, That for and notwithſtanding any Act, Matter or Thing, made, done, aſſented unto or ſuffered by the ſaid *A. B.* *B. B.* and *C. D.* or any of them, or any of the Anceſtors of the ſaid *A. B.* they they ſaid *A. B.* *B. B.* and *C. D.* or ſome or one of them, have or hath good Right, full Power and Authority to grant, releaſe and convey the ſaid Manors, Caſtles, Towns, Meſſuages, Cottages, Mills, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes herein before mentioned and intended to be hereby granted and releaſed unto the ſaid *L. M.* and *O. P.* and their Heirs, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes as are herein before limited, expreſſed and declared of and concerning the ſame; *And alſo*, that the ſaid Caſtles, Manors, Towns, Meſſuages, Cottages, Mills, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes herein before mentioned and intended to be hereby granted and releaſed, ſhall from henceforth remain, continue and be to and for the ſeveral Uſes, Intents and Purpoſes, upon the Truſts, and under and ſubject to the Proviſoes, Powers, Limitations and Agreements herein before mentioned, touching and concerning the ſame, free and clear, and freely and clearly acquitted and diſcharged of and from all former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Judgments, Statutes, Recognizances, Titles, Troubles, Charges, Demands and Incumbrances whatſoever, had, made, committed or ſuffered by the ſaid. *A. B.* *B. B.* and *C. D.* or any of them, or any of the Anceſtors of the ſaid *A. B.* (*Except* a Term of 1000 Years, which by Indenture bearing Date, *&c.* was granted or demiſed by the ſaid *A. B.* to *R. M.* Gent. of the ſaid Manor and Premiſſes in the ſaid County of *Y.* by Way of Mortgage, for ſecuring ſuch Principal and Intereſt Monies as are therein mentioned, the Reſidue of which Term is aſſigned, or intended forthwith to be aſſigned, as to the ſame Manor, and all and ſingular the ſaid Premiſſes in the ſaid County of *Y.* other than the ſaid Woods and Wood-Lands, Timber Trees and Liberties herein before excepted) unto *C. S.* of, *&c.* his Executors, Adminiſtrators and Aſſigns, *In Truſt* to attend and wait upon, and be ſubſervient to the ſeveral Uſes, Truſts, Eſtates, Intents and Purpoſes herein before limited, declared and expreſſed of and concerning the ſaid Manor and Premiſſes ſo aſſigned or intended

That the Premiſſes ſhall remain to the Uſes herein mentioned.

Free from Incumbrances.

Except a Mortgage and Leaſe.

Covenant for further Aſſurance.

tended to be aſſigned as aforeſaid (*And alſo* except all Leaſes made at Rack-rents, or uſual and accuſtomed Rents); *And further*, that they the ſaid *A. B.* and *L.* his Wife, *B. B.* and *C. D.* and all and every Perſon and Perſons lawfully claiming or to claim, by, from or under them, or any of them, or any of the Anceſtors of the ſaid *A. B.* any Eſtate, Right, Title, Intereſt, Truſts or Demand whatſoever, of, in or to the ſaid Caſtles, Manors, Towns, Meſſuages, Cottages, Mills, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes herein before mentioned and intended to be hereby granted and releaſed, or of, in or to any Part or Parts thereof (other than and except the ſaid *C. S.* his Executors, Adminiſtrators and Aſſigns, claiming or to claim, in reſpect of the Reſidue of the ſaid excepted Term of 1000 Years, and other than and except ſuch ſeveral Tenants as ſhall or may claim under ſuch excepted Leaſes as aforeſaid, in reſpect of ſuch Leaſes only; and alſo ſuch Tenants to whom any Leaſe or Leaſes ſhall be made by Virtue of ſome Power hereby given or reſerved for ſuch Purpoſe, claiming in reſpect of ſuch Leaſe or Leaſes only) ſhall and will, upon the Requeſt of the ſaid *L. M.* and *O. P.* or either of them, or of the Heirs, Executors or Adminiſtrators of either of them, make, do, acknowledge, levy, ſuffer and execute, or cauſe to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect Conveying, Aſſuring and Sure-making the ſaid Caſtles, Manors, Towns, Meſſuages, Cottages, Mills, Lands, Tenements, Hereditaments, and all and ſingular the Premiſſes herein before mentioned and intended to be hereby conveyed and ſettled to and for the ſeveral Uſes, Intents and Purpoſes herein before limited, expreſſed and declared of and concerning the ſame, as by the Counſel learned in the Law of the *L. M.* and *O. P.* or either of them, or of their or either of their Heirs, Executors or Adminiſtrators, ſhall be reaſonably deviſed or adviſed and required; ſo as no ſuch further Aſſurance contain or imply any further or other Warranty or Covenant, than againſt the reſpective Acts of the Party or Parties executing the ſame; and ſo as he or they be not compelled or compellable to go or travel above the Space of ten Miles from his or their uſual Dwelling or Dwellings, or Place or Places of Abode, for doing or executing the ſame: *Provided*, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Truſtees or any of them, their or any of their Heirs, Executors or Adminiſtrators, ſhall not be anſwerable for the Acts, Receipts, Payments or Defaults of the other or others of them, and that each and every of them ſhall be anſwerable only for what Monies they ſhall reſpectively and actually receive, and no more, and that they ſhall be reimburſed out of their reſpective Truſt Eſtates, all ſuch Coſts, Charges and Expences which they ſhall ſuſtain or be put unto, in the Execution or Management of the Truſts hereby repoſed in them, or in any wiſe touching or concerning the ſame Truſts, or of any of them.

Truſtees not to be anſwerable, &c.

*And whereas* there are ſeveral Mortgages in Fee that affect ſeveral of the Towns, Meſſuages, Lands and Premiſſes in the ſaid Kingdom of *Ireland* hereby ſettled, which are to be paid off, and ſatisfied by the ſaid *A. B.* out of the ſaid —— paid to him as aforeſaid: *Now* it is hereby agreed by all the ſaid Parties to theſe Preſents, that the ſaid Mortgages, as and when paid off, and the ſeveral Towns, Meſſuages, Lands and Hereditaments reſpectively comprized therein, ſhall be transferred and conveyed unto the ſaid *L. M.* and *O. P.* and their Heirs, to the reſpective Uſes, Intents and Purpoſes, and ſubject to the Truſts and Powers to which ſuch reſpective Towns, Meſſuages, Lands and Hereditaments are limited, ſubjected or appointed by this preſent Settlement; as alſo to protect and guard the ſame from intervening Incumbrances. *In Witneſs*, &c.

Recital that there are Mortgages in Fee of the Premiſſes in *Ireland*, which are to be paid off by the Father, out of the Marriage Portion paid to him, and conveyed to Truſtees, to the Uſes limited by this Settlement, and to protect the ſame from intervening Incumbrances.

W.

*A Mar-*

## *A Marriage Settlement; the intended Wife's Portion is inveſted in* South-Sea *Stock and Annuities, which are to be ſold, and the Money ariſing by Sale thereof, is to be laid out in the Purchaſe of Lands to be ſettled. The Father and Son (the intended Husband) make a Settlement of Freehold Eſtates by Appointment.*

THIS *Indenture of ſeven Parts*, made, *&c.* between *A. B.* of, *&c.* and *F.* his Wife, of the firſt Part, *B. B.* Eſquire, firſt Son and Heir apparent of the ſaid *A. B.* and *F.* his Wife, of the ſecond Part, *C. D.* Spinſter, only Daughter of *D. D.* late of, *&c.* and of *M.* his Wife, alſo deceaſed, and Niece of *W. D.* of, *&c.* of the third Part, the ſaid *W. D.* of the fourth Part, *E. F.* of, *&c.* and *G. H.* of, *&c.* of the fifth Part, *J. K.* of, *&c.* and *L. M.* of, *&c.* of the ſixth Part, and *N. O.* of, *&c.* and *P. Q.* of, *&c.* of the ſeventh Part.

Recital of Articles, whereby the Wife is intitled to a Portion of 8000 l.

*Whereas* by certain Articles bearing Date, *&c.* made between the ſaid *D. D.* by the Name and Addition of *D. D.* of, *&c.* of the one Part, and *M. B.* Spinſter, an Infant, under the Age of ſeventeen Years *W. C.* of, *&c.* her Grandfather and Guardian, *J. S.* of, &c. *N. G.* of, *&c.* and *B. R.* of, *&c.* of the other Part, made before the Marriage of the ſaid *D. D.* with *M. B.* his then intended Wife, and whom he did afterwards marry, the Sum of 8000 *l.* is ſecured and directed to be raiſed for the Portion of the Daughter of the ſaid *D. D.* and the ſaid *M. B.* his then intended Wife, in Caſe of Failure of Iſſue Male, to which the ſaid *C. D.* being the only Child of the ſaid Marriage is intitled, being now arrived at the full Age of twenty-one Years;

And to 4000 l. more by her Father's Will.

*And whereas* the ſaid *D. D.* by his laſt Will and Teſtament, bearing Date, *&c.* did give and bequeath to his Daughter the ſaid *C. D.* (over and above the ſaid Sum of 8000 *l.* which ſhe was intitled to as aforeſaid) the Sum of 4000 *l.* to be paid her without Intereſt, at her Age of twenty-one Years, or Day of Marriage, which ſhould firſt happen;

Upon an Account this Day ſtated and ſettled, there is due to the Wife from her Uncle 13000 l. beſides the Money paid for her Maintenance, &c. which 13000 l. the Uncle is contented to pay, and in Order thereto hath transferred to Truſtees South-Sea Stock and Annuities to the Value of 12000 l. which are to be ſettled for the Uſes after mentioned.

*And whereas*, upon an Account this Day ſtated and ſettled, there is due to the ſaid *C. D.* from the ſaid *W. D.* for Principal and Intereſt on the ſaid Settlement, and for the ſaid Deviſe by the ſaid Will, the

Sum of 13000 *l.* over and above, and beſides the Money advanced and paid to and for the Maintenance and Education of the ſaid *C. D.* and which ſaid Sum of 13000 *l.* the ſaid *W. D.* is contented to pay, and in Order thereto, hath this Day transferred unto the ſaid *E. F.* and *G. H.* in the Books of the *South-Sea* Company 1523 *l.* 8 *s.* 9 *d.* Stock in the Capital Stock of the *South-Sea* Company, 4765 *l.* 8 *s.* 4 *d.* Stock in the Joint Stock of *South-Sea* Annuities, and 4570 *l.* 6 *s.* 3 *d.* Stock of and in the new Joint Stock of *South-Sea* Annuities, which Stock and Annuities do, in the whole, amount to the Value of 12000 *l.* and which are hereby agreed to be ſettled unto and for the ſeveral Uſes, Intents and Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame. *And whereas* there is a Marriage intended, by God's Grace, to be ſhortly had and ſolemnized between the ſaid *B. B.* and the ſaid *C. D.* and it is agreed by all the ſaid Parties to theſe Preſents, that as well the Lands and Hereditaments intended to be purchaſed with the Sum of 12000 *l.* which is now veſted in *South-Sea* Stock and *South-Sea* Annuities, in the Names of the ſaid *E. F.* and *G. H.* as aforeſaid; as alſo that all and ſingular the Manors, Lands, Tenements and Hereditaments of the ſaid *A. B.* herein after mentioned, ſhall be ſettled, aſſured and conveyed to and for the Uſes, Intents and Purpoſes, and ſubject to the ſeveral Proviſoes, Conditions and Limitations herein after expreſſed, limited and declared of and concerning the ſame: *Now this Indenture witneſſeth*, That as well for and in Conſideration of the ſaid 12000 *l.* ſo inveſted in *South-Sea* Stock and *South-Sea* Annuities, in the Names of the ſaid *E. F.* and *G. H.* as of the Sum of 1000 *l.* Remainder of the ſaid Sum of 13000 *l.* which is the Marriage Portion of the ſaid *C. D.* and which ſaid Sum of 1000 *l.* is this Day paid by the ſaid *W. D.* to the ſaid *B. B.* by Conſent of all the ſaid Parties, and together with the ſaid 12000 *l.* is hereby declared and agreed by the ſaid *B. B.* and *C. D.* to be in full Satisfaction and Diſcharge of all the Portion, Sum and Sums of Money due and payable to the ſaid *C. D.* by the ſaid Articles, made before the Marriage of the ſaid *D. D.* her Father, with the ſaid *M. B.* her Mother, and alſo of the Money deviſed to the ſaid *C.* by the Laſt Will and Teſtament of her ſaid Father *D. D.* and is in full Diſcharge of all Demands from the ſaid *W. D.* her Uncle, on Account of the ſaid Settlement and Will, or on

A Marriage intended; and agreed that as well the Lands to be purchaſed with the ſaid 12000 l. as the Lands of the Huſband's Father, ſhall be ſettled to the Uſes after declared.

That as well in Conſideration of the ſaid 12000 l. ſo inveſted in South-Sea Stock and Annuities, as of 1000 l. Remainder of the ſaid 13000 l. and which 1000 l. paid by the Uncle to the Huſband by Conſent of all Parties, and together with the ſaid 12000 l. is declared and agreed to be in Satisfaction of all Money due to the Wife by the Articles and Will, any other Account whatſoever, and whereof and wherefrom they the ſaid *B. B.* and *C. D.* do hereby acquit, exonerate and diſcharge the ſaid *W. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents; *It is* hereby concluded, covenanted and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *South-Sea* Stock and *South-Sea* Annuities ſo, as aforeſaid, veſted in the Names of the ſaid *E. F.* and *G. H.* ſhall continue, remain and be to and for the Uſe and Benefit of, and in Truſt for, the ſaid *C.* until the ſaid intended Marriage ſhall take Effect; and after the Solemnization thereof, that then as ſoon as a convenient Purchaſe or Purchaſes of Lands and Hereditaments can be had and made, that the ſaid *E. F.* and *G. H.* ſhall, with the Approbation and Direction of the ſaid *B. B.* and the ſaid *C.* his intended Wife, ſell and diſpoſe thereof, or of ſo much as ſhall be requiſite and neceſſary to make ſuch Purchaſe or Purchaſes of Lands and Hereditaments, and which Lands and Hereditaments ſo to be purchaſed, ſhall be ſettled, aſſured and conveyed unto the ſaid *E. F.* and *G. H.* and their Heirs, to and for the ſeveral Uſes, Intents and Purpoſes, and ſubject to the ſeveral Limitations, Conditions, Proviſoes and Agreements herein after limited, appointed, expreſſed and declared of and concerning the ſame, that is to ſay, *To the Uſe* of the ſaid *B. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then to the Uſe of the ſaid *E. F.* and *G. H.* and their Heirs, to preſerve the contingent Remainders herein after limited, from being defeated or deſtroyed, and from and after the Deceaſe of the ſaid *B. B.* *Then* to the Uſe of the ſaid *C. D.* his intended Wife, for and during the Term of her natural Life, in Part of her Jointure; and from and after her Deceaſe, *Then* to the Uſe and Behoof of the ſaid *J. K.* and *L. M.* their Executors, Adminiſtrators and Aſſigns, for and during, and unto the full End and Term of 1000 Years, to commence and be accounted from the Deceaſe of the ſaid *B. B.* without Impeachment of or for any Manner of Waſte; *Upon the Truſts*, and to and for the ſeveral Uſes, Intents and Purpoſes herein after expreſſed, limited and declared of and concerning the ſame; and from and after the Determination of that Eſtate, *Then* to the Uſe and Behoof of the ſaid *N. O.* and *P. Q.* their Executors, Adminiſtrators and Aſſigns for the Term of 1200 Years, to commence and be

Agreed that the South-Sea Stock and Annuities ſhall be in Truſt for the Wife, until the Marriage; and then as ſoon as a Purchaſe of Lands can be had, that the Truſtees ſhall, with the Approbation of the Huſband and Wife, diſpoſe thereof, and the Lands to be purchaſed ſhall be conveyed to Truſtees for the Uſes after declared, viz. To the Uſe of the Huſband for Life, ſans Waſte; then to Truſtees, to preſerve, &c. then to the Wife for Life, in Part of her Jointure.

Remainder to Truſtees for 1000 Years, ſans Waſte;

Remainder to Truſtees for 1200 Years, ſans Waſte.

accounted from the Death of the ſaid *C. D.* without Impeachment of Waſte; *Upon the Truſts*, and to and for the ſeveral Uſes, Intents and Purpoſes herein after limited, expreſſed and declared of and concerning the ſame; *And* from and after the Expiration, or other ſooner Determination of the ſaid Term of 1000 Years and 1200 Years, *Then to the Uſe* of the firſt Son of the ſaid *B. B.* on the Body of the ſaid *C. D.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, *Then to the Uſe* of the ſecond, third, fourth, fifth, ſixth and every other Son and Sons of the ſaid *B. B.* on the Body of the ſaid *C. D.* lawfully to be begotten, and to the reſpective Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body to be always preferred and take before the Younger of ſuch Sons and the Heirs Male of his and their Body and Bodies; and for Default of ſuch Iſſue, *Then to the Uſe* of the ſaid *B. B.* his Heirs and Aſſigns for ever: *And* as for and concerning the ſaid Term of 1000 Years herein before directed to be limited unto the ſaid *J. K.* and *L. M.* their Executors, Adminiſtrators and Aſſigns as aforeſaid, the ſame ſhall be declared to be ſo limited unto them upon the Truſts, and to and for the Intents and Purpoſes herein after mentioned and declared, that is to ſay, That if the ſaid *B. B.* ſhall have no Iſſue Male of his Body on the Body of the ſaid *C. D.* lawfully begotten, and ſhall have and leave one or more Daughter or Daughters, or if the ſaid *B. B.* ſhall have and leave Iſſue Male, born in his Life-time, or after his Deceaſe, and one or more Daughter or Daughters, younger Son or Sons, at the Time of his Deceaſe, of his Body on the Body of the ſaid *C. D.* his intended Wife begotten, or if his ſaid intended Wife be *enſeint* with one or more Daughter or Daughters, younger Son or Sons of his Body begotten, that then they the ſaid *J. K.* and *L. M.* and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, do and ſhall, after the Deceaſe of the ſaid *B. B.* or in his Life-time, if he ſhall think fit, by and out of the Rents, Iſſues and Profits of the ſaid Premiſſes ſo to them to be limited for the ſaid Term of 1000 *l.* as aforeſaid, or by Leaſe and Leaſes, Mortgage or Mortgages, Sale or Sales thereof, or of any Part thereof, or by all or any of the ſaid Ways or Means, raiſe and levy for the Portion or Portions

Remainder to the firſt and other Sons of the Marriage in Tail Male.

Remainder to the Huſband in Fee.

The Truſts of the 1000 Years declared.

To raiſe 8000 l. for younger Children's Portions, &c.

Portions of ſuch Daughter and Daughters, younger Son and Sons, the Sum of 8000 *l.* to be paid to ſuch younger Son or Sons, Daughter or Daughters, if more than one Daughter or younger Child, in ſuch Shares and Proportions as the ſaid *B. B.* by any Writing under his Hand and Seal ſhall direct, limit and appoint; and for Want of ſuch Direction, Limitation or Appointment, to be equally divided between them, Share and Share alike; and the ſaid Sum of 8000 *l.* in Caſe there ſhall be no Iſſue Male and but one Daughter, or in Caſe there ſhall be Iſſue Male, and but one other Child, to be paid to ſuch only Daughter or other Child; the ſaid Portion and Portions to be paid to ſuch younger Son and Sons, at their reſpective Ages of twenty-one Years, and to ſuch Daughter or Daughters at their reſpective Ages of twenty-one Years or Days of Marriage, which ſhall firſt happen; and in the mean Time, and until ſuch Portion or Portions, Sum or Sums of Money ſhall be payable and paid unto ſuch Daughter or Daughters, younger Son or Sons, they the ſaid *J. K.* and *L. M.* and the Survivor of them, his Executors or Adminiſtrators, ſhall yearly and every Year, from and after the Death of the Survivor of them the ſaid *B. B.* and *C.* his intended Wife, out of the Rents, Iſſues and Profits of the Premiſſes, ſo to them to be limited for the ſaid Term of 1000 Years, allow and pay unto him, her or them, and every of them, for his, her and their Maintenance and Education, ſuch Sum and Sums of Money as he the ſaid *B. B.* ſhall in Writing direct or appoint; and in Default of ſuch Direction or Appointment, as they the ſaid *J. K.* and *L. M.* and the Survivor of them, his Executors or Adminiſtrators, ſhall from Time to Time, in his and their Direction, think reaſonable, not exceeding the Intereſt of his, her or their reſpective Portion or Portions, after the Rate of 5 *l.* in the Hundred for a Year; ſuch Maintenance to be paid Tax free; and in Caſe any of the ſaid Children, being a Son or Sons, ſhall die, or become Heir Male, or Heir Male Apparent of the Body of the ſaid *B. B.* on the Body of the ſaid *C. D.* to be begotten, intitled in Poſſeſſion or immediate Remainder to the ſaid Eſtate ſo to be ſettled, before he or they ſhall reſpectively attain the Age of twenty-one Years, or being a Daughter or Daughters, ſhall die unmarried in the Life-time of the ſame *B. B.* or after his Deceaſe, before ſhe or they reſpectively ſhall attain the Age of twenty-one Years, or be married, which ſhall firſt happen, then the original and other

Share and Shares of ſuch Child or Children ſo dying, or becoming Heir Male, or Heir Male Apparent, ſhall be paid to the Survivors or others of ſuch Child or Children, and be equally divided between or amongſt them, if more than one, Share and Share alike; and if there ſhall remain but one ſuch Child, then to be paid to him or her, and to be paid at ſuch Time or Times as his, her or their original Portion or Portions are hereby made payable, with a *Proviſo*, that ſo ſoon as all the Truſts of the ſaid Term of 1000 Years ſhall be fully executed, determined and performed, or become incapable of ariſing or taking Effect, and the Coſts and Charges of the ſaid Truſtees paid, ſatisfied and diſcharged, that then and from thenceforth the ſaid Term of 1000 Years, or ſo much thereof as ſhall not have been ſold, diſpoſed of, or mortgaged for the Performance of the ſaid Truſt herein before mentioned, of and in the Premiſſes therein to be comprized, or of or in ſo much thereof as ſhall not be diſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine and be utterly void and of none Effect; *And alſo* that no Sale or Mortgage ſhall be made of any Part of the Premiſſes for the ſaid Term of 1000 Years, or any Part thereof, until the ſaid Sum of 8000 *l.* or ſome Part thereof, ſhall become due and payable, for the Portion or Portions of ſome one or more of the Daughter or Daughters, or younger Son or Sons of the ſaid intended Marriage, nor ſhall the ſaid Term of 1000 Years, or any Part thereof, be ſold, or be charged or chargeable with any Arrears of Intereſt, incurr'd before the Death of the Survivor of them the ſaid *B. B.* and *C.* his intended Wife; *And alſo* that it ſhall and may be lawful to and for the ſaid *J. K.* and *L. M.* their Executors, Adminiſtrators or Aſſigns, at any Time or Times after the Death of the ſaid *B. B.* in Caſe they ſhall ſo think fit, to apply the Portion or Portions, or any Part of the Portion or Portions, which of Right ought to be paid to the younger Son or Sons of the ſame *B. B.* by the ſaid *C. D.* in Caſe at the Time of ſuch Application he or they had attained his or their reſpective Age or Ages of twenty-one Years, for providing Employments for, or placing out, or otherwiſe, for the Benefit of ſuch younger Son or Sons reſpectively. *And* as for and concerning the ſaid Term of 1200 Years herein before directed to be limited unto the ſaid *N. O.* and *P. Q.* their Executors, Adminiſtrators and Aſſigns as aforeſaid, the ſame ſhall be de-

The Truſts of the 1200 Years declared.

To raiſe 4000 l. for the Huſband, if he ſurvives the Wife.

clared to be ſo limited unto them, *Upon the Truſts*, and to and for the Uſes, Intents and Purpoſes herein after mentioned, that is to ſay, That if the ſaid *B. B.* ſhall ſurvive and outlive the ſaid *C. D.* his intended Wife, that then they the ſaid *N. O.* and *P. Q.* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and may by Leaſe or Leaſes, Mortgage or Mortgages, Sale or Sales of the ſaid Premiſſes ſo to be ſettled, or by all or any of the Ways or Means aforeſaid, ſubject nevertheleſs to the Truſts of the ſaid Term of 1000 Years, raiſe and levy the Sum of 4000*l.* for the ſaid *B. B.* to be paid to him after the Deceaſe of the ſaid *C.* his intended Wife.

Until ſuch Purchaſe can be had, the Dividends ariſing from the South-Sea Stock and Annuities ſhall be paid to ſuch Perſon as would be intitled to the Rents of the Eſtates intended to be purchaſed.

*And* it is hereby agreed by and between all the ſaid Parties to theſe Preſents, that from and after the Solemnization of the ſaid intended Marriage, until ſuch Purchaſe or Purchaſes can be had and made, the Dividends, Intereſt or Profits ariſing from the ſaid *South-Sea* Stock and *South-Sea* Annuities, ſhall be paid to the Perſon or Perſons who by Virtue of the Settlement hereby intended to be made would be intitled to the Rents, Iſſues and Profits of the Eſtates intended to be therewith purchaſed.

Recital of a Bargain and Sale, to make a Tenant of the Freehold, in Order to ſuffer two Recoveries.

*And whereas* by Indenture of Bargain and Sale, being *tripartite*, bearing Date the——Day of this Inſtant——and made or mentioned to be made between the ſaid *A. B.* and *B. B.* of the firſt Part, *C. C.* of, *&c.* of the ſecond Part, and *J. M.* of, *&c.* of the third Part, and duly inrolled in the High Court of Chancery, they the ſaid *A. B.* and *B. B.* for the Conſideration therein mentioned, *Did* grant, bargain and ſell unto the ſaid *C. C.* and his Heirs, *All* that the Manor of *D.* in the County of *S.* with the Rights, Members and Appurtenances thereof, or thereunto belonging; *And alſo* all and ſingular the Meſſuages or Tenements, Lands and Hereditaments of them the ſaid *A. B.* and *B. B.* or either of them, ſituate and being in the ſeveral Pariſhes of *D. E. F.* and in *G.* in the County of *C.* or elſewhere in the ſaid Counties of *S.* and *C.* or either of them, with their and every of their Appurtenances; *To hold* to the ſaid *C. C.* his Heirs and Aſſigns, to the End, Intent and Purpoſe, that the ſaid *C. C.* might become a good and perfect Tenant of the Freehold of the ſaid Manor and Premiſſes, ſo that two or more good and perfect Recoveries might be thereof had againſt him in the Court of Common Pleas at *Weſtminſter*, before the End of *Michaelmas* Term then next enſuing: *And* it is thereby declared and agreed, that the ſaid common Recoveries ſo to be had and ſuffered, and all other common Recoveries had or ſuffered, or to be had or ſuffered, of the ſaid Manor and Premiſſes, ſhould be and enure to ſuch Uſes, Intents and Purpoſes, and ſubject to ſuch Proviſoes, Conditions, Limitations and Agreements, as ſhould be thereof limited, appointed and declared, in and by any Deed or Deeds to be executed by the ſaid *A. B.* and *B. B.* as by the ſaid Indenture, *&c.* more at large may appear.

That the Father and Son (the intended Huſband) did accordingly ſuffer two Recoveries.

*And whereas* the ſaid *A. B.* and *B. B.* did accordingly in *Trinity* Term laſt, in due Form of Law, ſuffer two Recoveries in his Majeſty's Court of Common Pleas at *Weſtminſter*, which ſaid Indenture of Bargain and Sale and Recoveries, did comprize the Manors of, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of them the ſaid *A. B.* and *B. B.* or either of them, of, in and to the ſame, every or any Part thereof:

Appointment.

*Now this Indenture witneſſeth*, That in Purſuance of the ſaid in Part recited Indenture of Bargain and Sale, and of the Power in them thereby repoſed, they the ſaid *A. B.* and *B. B.* *Do* hereby limit, appoint and declare, that the ſaid common Recoveries had and ſuffered, and all other common Recoveries had or ſuffered, or to be had or ſuffered, of the ſaid Manors, Rectories, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, ſhall be and enure, and ſhall be adjudged, deemed and taken to be and enure, and the Recoveror and Recoverors in all and every ſuch common Recovery and Recoveries, his and their Heirs, ſhall ſtand and be ſeiſed thereof, to and for the ſeveral Uſes, Intents and Purpoſes, and ſubject to the ſeveral Proviſoes, Conditions, Limitations and Agreements herein after limited, appointed and declared of and concerning the ſame, that is to ſay, *As* to, for, touching and concerning all that the ſaid Manor or Lordſhip, or reputed Manor or Lordſhip of *F.* and all Houſes, Dove-houſes, Out-houſes, Edifices and Buildings, Yards, Orchards, Gardens, Lands, Meadows, Paſtures, Woods, Underwoods, Commons, Heaths, Sheep-courſes, and all other the Lands and Hereditaments, now or late of them the ſaid *A. B.* and *B. B.* or either of them, ſituate, lying and being in *F.* aforeſaid in the ſaid County of *S.* *To the Uſe* and Behoof of the ſaid *B. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then *to the Uſe*

Part of the Premiſſes.

To the Huſband for Life, ſans Waſte;

then to Truſtees to preſerve, &c.

*Uſe* of the ſaid *E. F.* and *G. H.* their Heirs and Aſſigns, for and during the natural Life of the ſaid *B. B.* to preſerve the contingent Uſes and Remainders herein after limited from being defeated or deſtroyed; and for that Purpoſe to make Entries, and bring Actions, as Occaſion ſhall be and require; but nevertheleſs to permit and ſuffer the ſaid *B. B.* to receive and take the Rents, Iſſues and Profits thereof, to his own Uſe, for and during his natural Life; *And* from and after his Deceaſe, then *to the Uſe* and Behoof of the ſaid *C. D.* his intended Wife, for and during the Term of her natural Life, in further Part of her Jointure; and from and after her Deceaſe, then *to the Uſe* of the firſt Son of the ſaid *B. B.* on the Body of the ſaid *C. D.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the ſecond Son of the ſaid *B. B.* on the Body of the ſaid *C. D.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the third, fourth, fifth, ſixth, and every other Son and Sons of the ſaid *B. B.* on the Body of the ſaid *C.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body always to be preferred and take before the Younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *to the Uſe* and Behoof of the firſt Son of the ſaid *B. B.* on the Body of any other Wife he ſhall marry after the Deceaſe of the ſaid *C. D.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the ſecond Son of the ſaid *B. B.* on the Body of any ſuch after taken Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the third, fourth, fifth, ſixth, and all and every other Son and Sons of the ſaid *B. B.* on the Body of any ſuch after taken Wife lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body to be always preferred and take before the Younger of ſuch Sons and the Heirs Male

then to the Wife for Life, in further Part of her Jointure.

Remainder the firſt and other Sons of the Marriage, in Tail Male.

Remainder to the firſt and other Sons of the Husband by any other Wife.

Male of his Body; and for want of ſuch Iſſue, then *to the Uſe* of *H. B.* the ſecond Son of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then *to the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, for and during the natural Life of the ſaid *H. B.* to preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed; and for that Purpoſe to make Entries, and bring Actions, as Occaſion may be or require; but nevertheleſs to permit and ſuffer the ſaid *H. B.* to receive and take the Rents, Iſſues and Profits thereof, for and during the Term of his natural Life; and from and after his Deceaſe, then *to the Uſe* of the firſt Son of the Body of the ſaid *H. B.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the ſecond, third, fourth, fifth, ſixth, and every other Son and Sons of the Body of the ſaid *H. B.* lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body to be always preferred and take before the Younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *to the Uſe* of *J. B.* the third Son of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then *to the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, for and during the natural Life of the ſaid *J. B.* to preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries, and bring Actions, as Occaſion may be or require; but nevertheleſs to permit and ſuffer the ſaid *J. B.* to receive and take the Rents, Iſſues and Profits thereof, for and during the Term of his natural Life; and from and after his Deceaſe, then *to the Uſe* of the firſt Son of the Body of the ſaid *J. B.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the ſecond, third, fourth, fifth, ſixth, and every other Son and Sons of the Body of the ſaid *J. B.* lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body to be always pre-

Remainder to *H. B.* the Father's ſecond Son, for Life, ſans Waſte.

Remainder to Truſtees to preſerve, &c.

Remainder to the firſt and other Sons of *H. B.* in Tail Male.

Remainder to *J. B.* the Father's third Son, for Life, ſans Waſte.

Remainder to Truſtees to preſerve, &c.

Remainder to the firſt and other Sons of *J. B.* in Tail Male.

Remainder to the Father in Fee.

Other Part of the Premiſſes to the Huſband for Life, ſans Waſte.

Then to Truſtees to preſerve, &c.

Remainder to the firſt and other Sons of this Marriage in Tail Male.

Remainder to the firſt and other Sons of the Huſband by another Wife.

preferred and take before the Younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *to the Uſe* and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever: *And* as to, for, touching and concerning all that Freehold Meſſuage or Tenement, now or late of the ſaid *A. B.* and *B. B.* or one of them, in *G.* in the ſaid County of *C.* and all and every other the Meſſuages, Lands, Tenements and Hereditaments, now or late of them the ſaid *A. B.* and *B. B.* or either of them, ſituate in *G.* in the ſaid County of *C. To the Uſe* of the ſaid *B. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then *to the Uſe* and Behoof of the ſaid *E. F.* and *G. H.* and their Heirs, during the Life of the ſaid *B. B.* to preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries, and bring Actions, as Occaſion ſhall require; but nevertheleſs to permit and ſuffer the ſaid *B. B.* to hold and enjoy the ſame for and during the Term of his natural Life; and from and after his Deceaſe, then *to the Uſe* of the firſt Son of the ſaid *B. B.* on the Body of the ſaid *C. D.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* of the ſecond Son of the ſaid *B. B.* on the Body of the ſaid *C. D.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the third, fourth, fifth, ſixth, and every other Son and Sons of the ſaid *B. B.* on the Body of the ſaid *C. D.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body always to be preferred and take before the Younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *to the Uſe* and Behoof of the firſt Son of the ſaid *B. B.* on the Body of any ſuch after taken Wife as aforeſaid lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the ſecond Son of the ſaid *B. B.* on the Body of any ſuch after taken Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the third, fourth, fifth, ſixth, and all and every other Son and Sons of the ſaid *B.B.* on the Body of any ſuch after-taken Wife, lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, and as they and every of them ſhall be in Seniority of Age and Priority of Birth; the elder of ſuch Sons and the Heirs Male of his Body to be always preferred and take before the younger of ſuch Sons and the Heirs Male of his Body; *And* for want of ſuch Iſſue, then *To the Uſe* of the ſaid *H. B.* the ſecond Son of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then *To the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, for and during the natural Life of the ſaid *H.B.* to preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries and bring Actions, as Occaſion may be, or require; but nevertheleſs to permit and ſuffer the ſaid *H. B.* to receive and take the Rents, Iſſues and Profits thereof, for and during the Term of his natural Life; and from and after his Deceaſe, then *To the Uſe* of the firſt Son of the Body of the ſaid *H. B.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *To the Uſe* of the ſecond, third, fourth, fifth, ſixth, and every other Son and Sons of the Body of the ſaid *H. B.* lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the elder of ſuch Sons and the Heirs Male of his Body to be always preferred and take before the younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *To the Uſe* of the ſaid *J. B.* the third Son of the ſaid *A.B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then *To the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, for and during the natural Life of the ſaid *J.B.* to preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries and bring Actions, as Occaſion may be or require; but nevertheleſs to permit and ſuffer the ſaid *J. B.* to receive and take the Rents, Iſſues and Profits thereof, for and during his natural Life; and from and after his Deceaſe, then *To the Uſe* of the firſt Son of the Body of the ſaid *J. B.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt

Remainder to *H. B.* the Father's ſecond Son, for Life, ſans Waſte.

Remainder to Truſtees to preſerve, &c.

Remainder to the firſt and other Sons of *H. B.* in Tail Male.

Remainder to *J. B.* the Father's third Son for Life, ſans Waſte; Remainder to Truſtees to preſerve, &c.

Remainder to the firſt and other Sons of *J. B.* in Tail Male.

firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *To the Uſe* of the ſecond, third, fourth, fifth, ſixth, and every other Son and Sons of the Body of the ſaid *J. B.* lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the elder of ſuch Sons and the Heirs Male of his Body to be always preferred and take before the younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *To the Uſe* and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever; *And* as to, for, touching and concerning *All* that Park called *S.* Park, and all and ſingular the Meſſuages, Lands, Tenements and Hereditaments, now or late of the ſaid *A. B.* and *B. B.* or either of them, ſituate and being in *S.* Park aforeſaid, *To the Uſe* and Behoof of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then *To the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, for and during the natural Life of the ſaid *A. B.* to preſerve the contingent Uſes and Remainders herein after limited, from being defeated or deſtroyed, and for that Purpoſe to make Entries and bring Actions as Occaſion ſhall be and require; but nevertheleſs to permit and ſuffer the ſaid *A. B.* to receive the Rents, Iſſues and Profits thereof to his own Uſe, for and during the Term of his natural Life; and from and after the Deceaſe of the ſaid *A. B.* then *To the Uſe* and Behoof of the ſaid *B. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then *To the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, for and during the natural Life of the ſaid *B. B.* in Truſt to preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed; and for that Purpoſe to make Entries and bring Actions, as Occaſion ſhall be or require; but nevertheleſs to permit and ſuffer the ſaid *B. B.* to receive and take the Rents, Iſſues and Profits thereof to his own Uſe, for and during his natural Life; and from and after the Deceaſe of the ſaid *B. B.* then *To the Uſe* and Behoof of the ſaid *C. D.* his intended Wife, for and during the Term of her natural Life, for her Jointure, and which, together with the other Limitations and Proviſion herein before made and ſettled for the ſaid *C.* for

Remainder to the Father in Fee.

Other Part of the Premiſſes.

To the Father for Life, ſans Waſte;

then to Truſtees to preſerve, &c.

then to the Huſband for Life, ſans Waſte;

Remainder to Truſtees to preſerve, &c.

then to the Wife for Life, which, together with the other Proviſion herein before made, is to be in full for her Jointure, and in Bar of Dower.

her Life, ſhall be and is hereby declared and agreed to be in full for her Jointure, and in Bar and Satisfaction of all Dower and Thirds which ſhe the ſaid *C.* may claim out of any Lands or Hereditaments, whereof or wherein the ſaid *B. B.* her intended Husband may be ſeiſed at any Time during the Coverture between them; and from and after her Deceaſe, then *To the Uſe* of the firſt Son of the ſaid *B. B.* on the Body of the ſaid *C. D.* his intended Wife, lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *To the Uſe* of the ſecond Son of the ſaid *B. B.* on the Body of the ſaid *C.* his intended Wife, lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, then *To the Uſe* of the third, fourth, fifth, ſixth, and every other Son and Sons of the ſaid *B. B.* on the Body of the ſaid *C.* his intended Wife, lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the elder of ſuch Sons and the Heirs Male of his Body always to be preferred and take before the younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *To the Uſe* and Behoof of the firſt Son of the ſaid *B.B.* on the Body of any ſuch after-taken Wife as aforeſaid, lawfully to be begotten, and the Heirs Male of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *To the Uſe* of the ſecond Son of the ſaid *B. B.* on the Body of any ſuch after-taken Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, then *To the Uſe* of the third, fourth, fifth, ſixth, and all and every other Son and Sons of the ſaid *B. B.* on the Body of any ſuch after-taken Wife lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the elder of ſuch Sons and the Heirs Male of his Body to be always preferred and take before the younger of ſuch Sons and the Heirs Male of his Body; *And* for want of ſuch Iſſue, then *To the Uſe* of the ſaid *H. B.* the ſecond Son of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then *To the Uſe* of the ſaid *E. F.* and

Remainder to the firſt and other Sons of the Marriage in Tail Male.

Remainder to the firſt and other Sons of the Husband by another Wife.

Remainder to *H. B.* the Father's ſecond Son for Life, ſans Waſte; then to Truſtees to preſerve, &c.

Remainder to the firſt and other Sons of *H. B.* in Tail Male.

Remainder to *J. B.* the Father's third Son for Life, ſans Waſte;

Remainder to Truſtees to preſerve, &c.

Remainder to the firſt and other Sons of *J. B.* in Tail Male.

Remainder to the Father in Fee.

*G. H.* and their Heirs, for and during the natural Life of the ſaid *H. B.* to preſerve the contingent Uſes and Eſtates herein after limited, from being defeated or deſtroyed, and for that Purpoſe to make Entries and bring Actions, as Occaſion may be or require; but nevertheleſs to permit and ſuffer the ſame *H. B.* to receive and take the Rents, Iſſues and Profits thereof, for and during the Term of his natural Life; and from and after his Deceaſe, then *To the Uſe* of the firſt Son of the Body of the ſaid *H. B.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *To the Uſe* of the ſecond, third, fourth, fifth, ſixth, and every other Son and Sons of the Body of the ſaid *H. B.* lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age or Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body to be always preferred and take before the Younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *To the Uſe* of the ſaid *J. B.* the third Son of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then *To the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, for and during the natural Life of the ſaid *J. B.* to preſerve the contingent Uſes and Eſtates herein after limited, from being defeated or deſtroyed, and for that Purpoſe to make Entries and bring Actions, as Occaſion may be or require; but nevertheleſs to permit and ſuffer the ſaid *J. B.* to receive and take the Rents, Iſſues and Profits thereof for and during the Term of his natural Life; and from and after his Deceaſe, then *To the Uſe* of the firſt Son of the Body of the ſaid *J. B.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *To the Uſe* of the ſecond, third, fourth, fifth, ſixth, and every other Son and Sons of the Body of the ſaid *J. B.* lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body to be always preferred and take before the Younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *To the Uſe* and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever; *And* as to, for, touching and concerning *All* thoſe the Manors of *D.* and *A.* with their and every of their Rights, Members and Appurtenances, and the Rectory of *D.* with the Appurtenances, and all that Capital Meſſuage commonly called *D. H.* with the Appurtenances, and all other Meſſuages, Lands, Tenements and Hereditaments, now or late of them the ſaid *A. B.* and *B. B.* whereof or wherein they the ſaid *A. B.* and *B. B.* or either of them now have or lately had any Eſtate, Right, Title or Intereſt, and whereof no Uſe or Uſes, Eſtate or Eſtates are herein before limited, appointed or declared, ſituate, lying and being in, *&c.* in the ſaid County of *S.* *To the Uſe* and Behoof of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then *To the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, for and during the natural Life of the ſaid *A. B.* to preſerve the contingent Uſes and Remainders herein after limited, from being defeated or deſtroyed; and for that Purpoſe to make Entries and bring Actions, as the Caſe ſhall be and require; but nevertheleſs to permit and ſuffer the ſaid *A. B.* to receive and take the Rents, Iſſues and Profits thereof, to his own Uſe, for and during the Term of his natural Life; and from and after his Deceaſe, then *To the Uſe* and Intent that the ſaid *F.* the Wife of the ſaid *A. B.* may take and receive out of the ſaid Manors, Rectory, Lands, Tenements, Hereditaments and Premiſſes, one Annuity or yearly Rent-Charge of 200 *l.* during her natural Life, at the two moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) the Feaſts of St. *Michael* the Archangel, and the Annunciation of the bleſſed Virgin, by even and equal Half-yearly Payments; the firſt Payment thereof to begin and be made at ſuch of the ſaid Feaſt-Days as ſhall firſt and next happen after the Deceaſe of the ſaid *A. B.* her Husband, which ſaid Annuity or yearly Rent-Charge is hereby declared to be for the Jointure of the ſaid *F.* the Wife of the ſaid *A. B.* and in full Bar, Recompence and Satisfaction of all Dower and Thirds, which ſhe the ſaid *F.* the Wife of the ſaid *A. B.* may claim to have out of any of the Manors, Lands, Tenements and Hereditaments, whereof the ſaid *A. B.* her Husband hath been, is or may be ſeiſed at any Time during the Coverture between them; *And* if it ſhall happen that the ſaid Annuity or yearly Rent-Charge of 200 *l.* or any Part thereof, ſhall be behind or unpaid by the Space of twenty-one

Other Part of the Premiſſes.

To the Father for Life, ſans Waſte;

then to Truſtees, to preſerve, &c.

And after his Deceaſe, then the Huſband's Mother to receive an Annuity of 200 l. for her Jointure and in Bar of Dower.

If the Annuity ſhall be unpaid twenty-one Days, the Mother to diſtrain.

ty-one Days next after either of the ſaid Feaſt-Days or Times on which the ſame ought to be paid as aforeſaid, that then and ſo often it ſhall and may be lawful to and for the ſaid *F. B.* and her Aſſigns, into all and ſingular the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, or into any Part of them, or any of them, to enter and diſtrain, and the Diſtreſs and Diſtreſſes there found and taken, to lead, drive, chaſe, carry away, impound, detain and keep until the ſaid Annuity or yearly Rent-Charge, and all Arrears thereof, (if any be) and all Coſts, Charges, Damages and Expences which ſhe the ſaid *F. B.* ſhall ſuſtain or be put unto by Reaſon or Means of the Non-payment thereof, ſhall be fully ſatisfied and paid, or otherwiſe to diſpoſe of ſuch Diſtreſs or Diſtreſſes according to Law; *And* to this further Uſe, Intent and Purpoſe, that if the ſaid Annuity or yearly Rent-Charge of 200 *l.* ſhall be behind or unpaid in Part, or in all, by the Space of forty Days next over or after either of the ſaid Feaſt-Days whereon the ſame ought to be paid as aforeſaid (being lawfully demanded) then and ſo often it ſhall and may be lawful to and for the ſaid *F. B.* and her Aſſigns, into and upon the ſame Manors, Rectory, Meſſuages, Lands, Hereditaments and Premiſſes, or any of them, or any Part or Parcel thereof, to enter, and the ſame to hold, and enjoy, and receive, and take the Rents, Iſſues and Profits thereof to her and their own Uſe and Benefit, until ſhe or they ſhall thereby, or therewith, or otherwiſe be fully ſatified and paid the ſaid Annuity or yearly Rent-Charge of 200 *l.* and all Arrears thereof, which ſhall be due and owing at the Time of ſuch Entry, as ſhall accrue due during ſuch Poſſeſſion; and all Charges, Coſts, Damages and Expences, which ſhe or they ſhall be put unto or ſuſtain by Reaſon of the Non-payment thereof, or by Reaſon or in Reſpect of ſuch Entry and Poſſeſſion; ſuch Poſſeſſion, when taken, to be without Impeachment of Waſte, and ſubject to and chargeable with the ſaid Annuity or yearly Rent-Charge of 200 *l.* and the ſaid Proviſion for the Payment thereof, *To the Uſe* and Behoof of the ſaid *J. K.* and *L. M.* their Executors, Adminiſtrators and Aſſigns, for and during, and unto the full End and Term of ninety-nine Years, to commence and be computed from the Death of the ſaid *A. B.* without Impeachment of or for any Manner of Waſte, *Upon the Truſt* herein after mentioned and expreſſed concerning the ſame, (that

If unpaid forty Days, to receive the Rents.

To Truſtees for ninety-nine Years.

(that is to ſay) *Upon Truſt*, that if the ſaid Annuity or yearly Rent-Charge of 200 *l.* or any Part thereof, ſhall be behind or unpaid by the Space of two Kalendar Months over or after either of the ſaid Feaſt-Days whereon the ſame ought to be paid as aforeſaid, then and ſo often they the ſaid *J. K.* and *L. M.* their Executors, Adminiſtrators or Aſſigns, do and ſhall by and out of the Rents, Iſſues and Profits of the ſaid Premiſſes, or by Leaſing, Mortgaging or Sale thereof, or of a competent Part thereof, for all or any Part of the ſame Term, or by all or any of the Ways or Means aforeſaid, as they in their Diſcretion ſhall think fit, from Time to Time, raiſe and pay unto the ſaid *F. B.* her Executors, Adminiſtrators or Aſſigns, ſuch and ſo much of the ſaid Annuity or yearly Rent-Charge of 200 *l.* as ſhall be ſo in Arrear and behind, with all Coſts, Charges, Damages and Expences, which ſhe, they or any of them ſhall be put unto or ſuſtain, by Reaſon of the Non-payment thereof; *And upon* this further Truſt, that they the ſaid *J. K.* and *L. M.* their Executors, Adminiſtrators or Aſſigns, after full Payment made, as well of the ſaid Annuity or yearly Rent-Charge of 200 *l.* Coſts, Charges, Damages and Expences in Manner aforeſaid, as of the Truſtees Charges in or about their ſaid Truſt, do and ſhall pay the Overplus and Remainder of the ſaid yearly Rents, Iſſues and Profits of the ſame Rectory, Meſſuages, Lands, Tenements and Hereditaments, unto the ſaid *B. B.* or his Aſſigns, or to ſuch other Perſon or Perſons who for the Time being ſhall, by Virtue of the Limitations herein contained, be intitled to the next and immediate Reverſion or Remainder of the ſame Premiſſes expectant on the Determination of the ſaid Term; and from and after the Deceaſe of the ſaid *F. B.* and after Payment of the ſaid Annuity, yearly Rent-Charge of 200 *l.* and after all Arrears thereof, and of all Coſts, Charges, Damages and Expences of the ſaid Truſtees, in Relation to, or on Account of the ſaid Truſt, the ſaid Term of ninety-nine Years, or ſo much thereof as ſhall remain undiſpoſed of for the Purpoſes aforeſaid, of and in the Premiſſes therein comprized, or ſo much thereof as ſhall likewiſe remain undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine and be void; and from and after the End, Expiration or other ſooner Determination of the ſaid Term of ninety-nine Years, and ſubject thereunto, and to the ſaid Annuity or yearly Rent-Charge of 200 *l.* and the Remedies and Proviſions herein before made

Upon Truſt, that if the Annuity ſhall be unpaid two Kalendar Months, then the Truſtees ſhall, out of the Rents of the Premiſſes, or by Sale thereof, raiſe and pay to the Mother ſo much of the Annuity as ſhall be in Arrear, with Coſts.

Upon further Truſt, that the Truſtees after Payment as well of the Annuity and Coſts, as of the Truſtees Charges, ſhall pay the Overplus of the Rents to the Huſband, or to ſuch other Perſon who ſhall be intitled to the next Reverſion of the ſame Premiſſes. And after the Deceaſe of the Mother, and Payment of the Annuity, &c. the ninety-nine Years, or ſo much thereof as ſhall remain undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe.

Remainder to the Huſband for Life, ſans Waſte.

Remainder to Truſtees to preſerve, &c.

and given for ſecuring the Payment thereof, *To the Uſe* of the ſaid *B. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, then *to the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, during the natural Life of the ſaid *B. B.* to preſerve the contingent Uſes and Remainders herein after limited from being defeated or deſtroyed; and for that Purpoſe to make Entries, and bring Actions, as Occaſion ſhall be and require; but nevertheleſs to permit and ſuffer the ſaid *B. B.* to receive and take the Rents, Iſſues and Profits thereof, for and during his natural Life; and from and after his Deceaſe, then *to the Uſe* of the firſt Son of the ſaid *B. B.* on the Body of the ſaid *C. D.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the ſecond Son of the ſaid *B. B.* on the Body of the ſaid *C.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the third, fourth, fifth, ſixth, and every other Son and Sons of the ſaid *B. B.* on the Body of the ſaid *C.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body always to be preferred and take before the Younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *to the Uſe* and Behoof of the firſt Son of the ſaid *B. B.* on the Body of any ſuch after-taken Wife as aforeſaid to be lawfully begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the ſecond Son of the ſaid *B. B.* on the Body of any ſuch after-taken Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the third, fourth, fifth, ſixth, and all and every other Son and Sons of the ſaid *B. B.* on the Body of any ſuch after-taken Wife lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body to be always preferred and take before the

Remainder to the firſt and other Sons of this Marriage in Tail Male.

Remainder to the firſt and other Sons of the Huſband by another Wife.

Younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *to the Uſe* of the ſaid *H. B.* the ſecond Son of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then *to the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, for and during the natural Life of the ſaid *H. B.* to preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed; and for that Purpoſe to make Entries, and bring Actions, as Occaſion may be or require; but nevertheleſs to permit and ſuffer the ſaid *H. B.* to receive and take the Rents, Iſſues and Profits thereof, for and during the Term of his natural Life; and from and after his Deceaſe, then *to the Uſe* of the firſt Son of the Body of the ſaid *H. B.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the ſecond, third, fourth, fifth, ſixth, and every other Son and Sons reſpectively lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body to be always preferred and take before the Younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *to the Uſe* of the ſaid *J. B.* the third Son of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then *to the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, for and during the natural Life of the ſaid *J. B.* to preſerve the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed; and for that Purpoſe to make Entries, and bring Actions, as Occaſion may be or require; but nevertheleſs to permit and ſuffer the ſaid *J. B.* to receive and take the Rents, Iſſues and Profits thereof, for and during the Term of his natural Life; and from and after his Deceaſe, then *to the Uſe* of the firſt Son of the ſaid *J. B.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, then *to the Uſe* of the ſecond, third, fourth, fifth, ſixth, and every other Son and Sons of the Body of the ſaid *J. B.* lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, lawfully iſſuing, as they and every of them ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons

and

Remainder to *H. B.* the Father's ſecond Son, for Life, ſans Waſte.

Remainder to Truſtees to preſerve, &c.

Remainder to the firſt and other Sons of *H. B.* in Tail Male.

Remainder to *J. B.* the Father's third Son, for Life, ſans Waſte.

Remainder to Truſtees to preſerve, &c.

Remainder to the firſt and other Sons of *J. B.* in Tail Male.

Remainder to the Father in Fee.

Proviſo that if the Huſband dies in the Life-time of the Wife, and leaves a Son, and ſhe ſhall marry again, then ſhe ſhall pay 100l. per Annum out of her Jointure to the Uſe of the eldeſt Son of the Huſband towards the Maintenance of ſuch eldeſt Son.

Power for the Huſband to make a Jointure to another Wife.

and the Heirs Male of his Body to be always preferred and take before the Younger of ſuch Sons and the Heirs Male of his Body; and for want of ſuch Iſſue, then *to the Uſe* and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever: *Provided* always, and it is hereby agreed by and between all the ſaid Parties to theſe Preſents, that if the ſaid *B. B.* ſhall happen to die in the Life-time of the ſaid *C. D.* and ſhall leave a Son or Sons begotten on the Body of the ſaid *C.* and the ſaid *C.* ſhall marry another Huſband, that then from and after ſuch her Intermarriage with another Huſband, ſhe the ſaid *C.* ſhall allow and pay 100 *l. per Ann.* out of her Jointure to or to the Uſe of the eldeſt Son of the ſaid *B. B.* and the ſaid *C.* for and towards the Maintenance and Education of ſuch eldeſt Son for and during the natural Life of the ſaid *C. Provided alſo*, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, to be the true Intent and Meaning of them, and every of them, that in Caſe the ſaid *C. D.* ſhall happen to die in the Life-time of the ſaid *B. B.* and the ſaid *B. B.* ſhall think fit to marry again after the Deceaſe of the ſaid *C. D.* that then it ſhall and may be lawful to and for the ſaid *B. B.* to ſettle, aſſure and convey, all that the Manor or Lordſhip, or reputed Manor or Lordſhip of *F.* and all Houſes, Dove-houſes, and all other the ſaid Lands and Hereditaments ſituate in *F.* aforeſaid, *And alſo* all thoſe the ſaid two Meſſuages or Tenements, commonly called or known by the ſeveral Names of *L.* and *M.* and all other the ſaid Lands and Hereditaments in *E.* aforeſaid in the ſaid County of *S. And alſo* all that the ſaid Freehold Meſſuage or Tenement, and all other the ſaid Meſſuages, Lands and Hereditaments in *G.* in the ſaid County of *C. To the Uſe* of ſuch other Wife or Wives as he the ſaid *B. B.* ſhall or may marry after the Deceaſe of the ſaid *C. D.* for her or their Jointure or Jointures; *And alſo* that he the ſaid *B. B.* ſhall and may ſettle, aſſure and convey other Lands and Hereditaments to the Value of 100 *l. per Ann.* (Parcel of the Premiſſes hereby limited to the ſaid *A. B.* for his Life) beſides the Lands and Hereditaments herein laſt above mentioned, in Addition to the Jointure or Jointures of ſuch other Wife or Wives as he ſhall marry after the Deceaſe of the ſaid *C. D.* ſuch Jointure to take Effect in Poſſeſſion after the Deceaſe of the Survivor of them the ſaid *A. B.* and *B. B.* but not to affect the Rent-Charge hereby provided for the ſaid *F.* the

Wife of the ſaid *A. B.* *Provided alſo*, and it is hereby further agreed and declared to be the true Intent and Meaning of all theſe ſaid Parties, that it ſhall and may be lawful to and for the ſaid *H. B.* and *J. B.* the younger Sons of the ſaid *A. B.* when and as they ſhall reſpectively be in Poſſeſſion of the Manors, Lands and Hereditaments hereby aſſured and ſettled, or of any Part thereof, by Virtue of any of the Limitations in theſe Preſents contained, to ſettle, aſſure and convey any Part not exceeding one third Part of the Manors, Lands and Hereditaments, which they, or either of them, ſhall ſo be in the Poſſeſſion of, to the Uſe of any Wife or Wives they, or either of them, ſhall reſpectively intermarry with, for the Term of the natural Life or Lives of ſuch Wife or Wives, for her or their Jointure or Jointures: *Provided alſo*, and it is hereby declared and agreed to be the true Intent and Meaning of all the Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *A. B.* and *B. B.* and all other the Sons of the ſaid *A. B.* reſpectively, during their reſpective Lives, from Time to Time, whilſt they ſhall reſpectively be in the Poſſeſſion of the ſaid Manors, Lands and Premiſſes, by Virtue of the Limitations herein contained, by Indenture to be by them reſpectively executed, to demiſe and leaſe all or any Part of the ſaid Manors, Rectory, Lands, Tenements, Hereditaments and Premiſſes hereby aſſured and ſettled, or mentioned or intended ſo to be; and alſo the Lands and Hereditaments intended to be purchaſed as aforeſaid, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, but not in Reverſion, Remainder or Expectancy, or by way of future Intereſt, ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance thereof, the beſt and moſt improved Rent, by Half-yearly or Quarterly Payments, that can be had or gotten for the ſame, without taking any Fine or Income, or any Thing in the Nature of a Fine or Income, and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words therein to be contained, and ſo as in every ſuch Leaſe there be contained a Clauſe of Re-entry for Non-payment of the Rent thereby to be reſerved, and ſo as the Leſſee and Leſſees, to whom ſuch Leaſe and Leaſes ſhall be made, do ſeal and execute Counterparts thereof reſpectively; but nevertheleſs a Memorandum of the Execution of ſuch Counterparts being indorſed on the original Leaſe and Leaſes, ſigned by the Leſſor,

Power for *H. B.* and *J. B.* when in Poſſeſſion of the Premiſſes to make a Jointure.

Power to make Leaſes.

ſor, ſhall be concluding Evidence that ſuch Counterparts were executed. *And* the ſaid *A. B.* and *B. B.* do for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, covenant, grant and agree, to and with the ſaid *E. F.* and *G. H.* their Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that they the ſaid *A. B.* and *B. B.* have in themſelves, or one of them hath in himſelf, good Right, full Power, and lawful and abſolute Authority to limit, declare and appoint, all and ſingular the ſaid Manors, Lands, Hereditaments and Premiſſes, to and for the ſeveral Uſes, Truſts, Limitations and Purpoſes herein before limited, declared and appointed of and concerning the ſame, free and clear, and freely and clearly and abſolutely acquitted, freed and diſcharged of and from all and all Manner of Incumbrances made, done, committed or ſuffered by them the ſaid *A. B.* and *B. B.* or either of them, or either of their Anceſtors: *Provided* always, and it is hereby declared and agreed by and between all the ſaid Parties, to be the true Intent and Meaning of them, and every of them, that they the ſaid *E. F. G. H. J. K. L. M. N. O.* and *P. Q.* or any of them, or the Executors or Adminiſtrators of them, or any of them, ſhall not, nor ſhall be anſwerable or accountable for any Money to be raiſed by Virtue of or under the Truſts hereby in them reſpectively repoſed, any otherwiſe than each Perſon for ſuch Sum or Sums of Money as he ſhall reſpectively actually receive, and that no one of them ſhall be anſwerable or accountable for the Acts, Receipts, Neglects or Defaults of the other of them, but for his own Acts, Receipts, Neglects and Defaults only; *And alſo* that they the ſaid *E. F. G. H. J. K. L. M. N. O.* and *P. Q.* their reſpective Executors, Adminiſtrators and Aſſigns, ſhall and may, out of ſuch Money as ſhall come to their or any of their Hands, by Virtue of the Truſts hereby in them repoſed, retain to and reimburſe themſelves all Coſts, Charges, Damages and Expences, that they, or any of them, ſhall or may ſuſtain or be put unto in or about the Execution of the Truſt hereby in them reſpectively repoſed. *In Witneſs*, &c.

The Father and Huſband covenant that they or one of them hath Power to appoint.

Free from Incumbrances.

Truſtees not to be anſwerable, &c.

## *A Settlement or Demiſe made by the intended Husband for ninety-nine Years from the Death of his Father, for ſecuring the intended Wife an annual Sum of* 100 l. *for her own ſeparate Uſe.*

THIS *Indenture Tripartite*, made, *&c.* between *H. J.* Eſq; Son and Heir apparent of *F. J.* of, *&c.* of the firſt Part, *E. S.* Spinſter, one of the Daughters and Coheirs apparent of *A. S.* of, *&c.* of the ſecond Part, *J. D.* of, *&c.* and *H. H.* of, *&c.* of the third Part. *Whereas* there is a Marriage ſhortly intended to be had and ſolemnized between the ſaid *H. J.* and *E. S.* *Now this Indenture witneſſeth*, That for ſecuring and making ſome Proviſion for the Maintenance and Support of the ſaid *E. S.* after the Deceaſe of the ſaid *F. J.* during the Coverture between the ſaid *H. J.* and her the ſaid *E. S.* in Caſe the ſaid intended Marriage ſhall take effect, and that they the ſaid *H. J.* and *E. S.* ſhall happen to ſurvive the ſaid *F. J.* and in Conſideration of 10 *s.* of lawful, *&c.* to the ſaid *H. J.* in Hand paid by the ſaid *J. D.* and *H. H.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for other good Cauſes and Conſiderations, he the ſaid *H. J.* *Hath* demiſed, granted, ſet and to Farm letten, and by theſe Preſents *Doth* demiſe, grant, ſet and to Farm let unto the ſaid *J. D.* and *H. H.* *All*, &c. *To have and to hold* the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances, unto the ſaid *J. D.* and *H. H.* their Executors and Adminiſtrators, from the Day of the Death of the ſaid *F. J.* for and during and unto the full End and Term of ninety-nine Years from thence next enſuing and fully to be compleat and ended, *Upon the Truſts* herein after mentioned, expreſſed and declared of, for and concerning the ſame, that is to ſay, *Upon Truſt* and Confidence that they the ſaid *J. D.* and *H. H.* and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, do and ſhall yearly, and every Year, from and after the Deceaſe of the ſaid *F. J.* (in Caſe the ſaid intended Marriage ſhall take Effect, and that the ſaid *H J.* and *E. S.* his intended Wife ſhall both of them happen to ſurvive the ſaid *F. J.*) by, with and out of the Rents, Iſſues and Profits of the ſaid hereby demiſed Lands and Premiſſes, pay or cauſe to be paid one annual Sum or yearly

Recital of a Marriage intended.

For making ſome Proviſion for the Wife, &c.

The Huſband demiſes.

Habendum to Truſtees from the Death of the Huſband's Father for ninety-nine Years.

Truſtees from the Death of the Father, &c. out of the Rents of the Premiſſes to pay an annual Sum of 100 l. to ſuch Perſon and to ſuch Uſes as the Wife ſhall appoint.

yearly Payment of 100 *l.* of lawful Money of *Great Britain*, unto ſuch Perſon or Perſons, and to and for ſuch Uſes, Intents and Purpoſes, as the ſaid *E. S.* notwithſtanding her Coverture, ſhall by any Note in Writing, ſubſcribed by her with her Name, from Time to Time, direct or appoint; and for want of ſuch Direction or Appointment, to the ſaid *E. S.* for her own diſtinct and ſeparate Uſe, wherewith the ſaid *H. J.* ſhall in no ways intermeddle, and that the Receipt or Acquittance of the ſaid *E. S.* ſhall be a good Diſcharge to the ſaid *J. D.* and *H. H.* and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, for ſo much Monies, as they, or any of them, ſhall pay or cauſe to be paid unto the ſaid *E. S.* or her Aſſigns, by Virtue of the Truſt aforeſaid; the ſaid annual Sum or yearly Payment of 100 *l.* to be paid at the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, The Annunciation of the bleſſed Virgin and St. *Michael* the Archangel, by even and equal Portions, without any Deduction to be made thereout, for or by Reaſon of any Parliamentary or other Taxes, Charges, Aſſeſſments or Payments whatſoever, or for any other Matter, Cauſe or Thing whatſoever; the firſt Payment thereof to begin and to be made at or upon ſuch of the ſaid Feaſt-Days as ſhall firſt and next happen after the Deceaſe of the ſaid *F. J. And* upon this further Truſt and Confidence, that they the ſaid *J. D.* and *H. H.* and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, do and ſhall pay over and diſpoſe of all the Reſt and Reſidue of the Rents, Iſſues and Profits of the ſaid Premiſſes (the ſaid Truſtees Expences being firſt deducted or retained) unto the ſaid *H. J.* or his Aſſigns, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever: *Provided* always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that in Caſe the ſaid intended Marriage ſhall take Effect, and that the ſaid *H. J.* and the ſaid *E. S.* his intended Wife, ſhall both of them happen to ſurvive the ſaid *F. J.* and that the ſaid *H. J.* ſhall pay or cauſe to be paid unto the ſaid *J. D.* and *H. H.* or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, or any of them, the ſaid annual Sum or yearly Payment of 100 *l.* or permit and ſuffer the ſaid Truſtees, or the Survivor of them,

For want of Appointment, to the Wife for her ſeparate Uſe. Her Receipt to be a good Diſcharge, &c.

Times of Payment.

To pay the Reſt of the Rents, &c. (the Truſtees Expences being firſt deducted) to the Huſband.

In Caſe the Huſband and Wife ſurvive the Father, and that the Huſband ſhall pay to the Truſtees the annual Sum, or permit them to raiſe and pay the ſame to the ſeparate Uſe of the Wife yearly, &c. during ſo many Years of the ſaid Term as the Huſband and Wife ſhall live, at the Time and in Manner herein appointed, this Indenture ſhall be void.

or the Executors or Adminiſtrators of ſuch Survivor, to raiſe and pay the ſame, according to the true Intent and Meaning of theſe Preſents, to and for the ſole, diſtinct and ſeparate Uſe of the ſaid *E.* his intended Wife, yearly and every Year, from and after the Deceaſe of the ſaid *F. J.* for and during ſo many Years of the ſaid hereby demiſed Term as the ſaid *H. J.* and *E.* his intended Wife ſhall happen to live, at the Days and Times, and in Manner, as the ſame is herein before limited or appointed to be paid; then this preſent Indenture, and the Demiſe and Grant hereby made, ſhall ceaſe, determine and be utterly void; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *H. J.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe, grant and agree, to and with the ſaid *J. D.* and *H. H.* their Executors, Adminiſtrators and Aſſigns, and every of them, by theſe Preſents, that in Caſe the ſaid intended Marriage ſhall take Effect, and he the ſaid *H. J.* and the ſaid *E.* his intended Wife ſhall happen to ſurvive the ſaid *F. J.* he the ſaid *H. J.* ſhall and will well and truly pay or cauſe to be paid, or otherwiſe permit and ſuffer the ſame *J. D.* and *H. H.* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, to raiſe and pay by, with and out of the Rents, Iſſues and Profits of the ſaid Premiſſes, the ſaid annual Sum or yearly Payment of 100 *l.* to and for the ſole, diſtinct and ſeparate Uſe of her the ſaid *E. S.* yearly and every Year, for and during ſo many Years of the ſaid Term of ninety-nine Years, as the ſaid *H. J.* and *E.* his intended Wife ſhall happen to live after the Deceaſe of the ſaid *F. J.* at the Days or Times herein before limited or mentioned for Payment of the ſame, without any Deduction or Abatement to be made thereout, for or by Reaſon of any Parliamentary or other Taxes, Charges, Aſſeſſments or Payments whatſoever, or any other Matter, Cauſe or Thing whatſoever. *In Witneſs*, &c.

The Huſband covenants that, if he and his Wife ſhall ſurvive his Father, he will pay, or permit the Truſtees to raiſe and pay the ſaid annual Sum for her ſeparate Uſe yearly, during ſo many Years of the ninety-nine Years as the Huſband and Wife ſhall live after the Deceaſe of the Father, &c.

## *A Settlement of* South-Sea *Annuities*, Bank *Stock*, Eaſt-India *Stock, and a Bond by a Widow, with the Conſent of her intended Husband*, &c.

THIS *Indenture* tripartite, made, *&c.* between *C. D.* of, *&c.* Widow, of the firſt Part, *A. B.* of, *&c.* of the ſecond Part, and *E. F.* of, *&c.* and *G. H.* of, *&c.* of the third Part. *Whereas* the ſaid *C. D.* is lawfully intitled unto the Sum of 1000 *l.* Old *South-Sea* Annuities, and unto the Sum of 900 *l.* Capital Stock in the *Bank of England* and alſo unto the Sum of 800 *l. Eaſt-India* Stock: *And whereas* in and by one Bond or Obligation, bearing Date, *&c. J. K.* of, *&c.* is and ſtandeth bound unto the ſaid *C. D.* in the penal Sum of 1000 *l.* conditioned for Payment of the Sum of 500 *l.* of good and lawful Money of *Great Britain*, together with Intereſt for the ſame, after the Rate of 5 *l.* by the Hundred for a Year, on the —— Day of, *&c.* as by the ſaid Bond or Obligation, Relation being thereunto had, may more fully appear: *And whereas* a Marriage is intended, by God's Permiſſion, to be ſhortly had and ſolemnized, by and between the ſaid *A. B.* and *C. D. And whereas* in Conſideration of the ſaid intended Marriage, and in Proſpect thereof, it hath been agreed by and between the ſaid Parties to theſe Preſents, that the ſaid 1000 *l.* Old *South-Sea* Annuities, 900 *l. Bank* Stock, and 800 *l. Eaſt-India* Stock; and alſo the ſaid Bond for Payment of the ſaid Sum of 500 *l.* and Intereſt, ſhould be aſſigned and transferred to the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, *Upon* the ſeveral Truſts, and to and for the Intents and Purpoſes herein after mentioned and declared of and concerning the ſame reſpectively: *Now this Indenture witneſſeth*, that in Purſuance of the ſaid Agreement, and for and in Conſideration of the Sum of 10 *s.* of lawful Money of *Great Britain* to the ſaid *C. D.* in Hand paid by the ſaid *E. F.* and *G. H.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, ſhe the ſaid *C. D.* by and with the Conſent of the ſaid *A. B.* teſtified by his being a Party to, and Sealing and Executing theſe Preſents, *Doth* hereby, for herſelf, her Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *C. D.* ſhall

Recital that the Wife is intitled to South-Sea Annuities, Bank Stock, Eaſt-India Stock, and a Bond.

A Marriage intended;

in Conſideration thereof, it hath been agreed that the Annuities, Stocks and Bond ſhould be transferred to Truſtees.

In Purſuance of the Agreement, and in Conſideration of 10 s. the Wife, with Conſent of the Huſband, covenants that ſhe will, before the Marriage, transfer the Annuities and Stocks.

and will, before the Solemnization of the ſaid intended Marriage, transfer or cauſe, or procure to be tranferred into the joint Names of them the ſaid *E. F.* and *G. H.* in the Books of the Governor and Company of Merchants of *Great Britain* trading to the *South-Seas* and other Parts of *America*, and for encouraging the Fiſhery (commonly called the *South-Sea* Company) the ſaid 1000 *l.* Old *South-Sea* Annuities, and in the Books of the Governor and Company of the *Bank* of *England*, the ſaid Sum of 900 *l.* Capital Stock; and alſo in the Books of the united Company of Merchants of *England* trading to the *Eaſt-Indies*, the ſaid Sum of 800 *l.* Stock in the ſaid Company. *And* the ſaid *C. D.* for the Conſiderations aforeſaid, *Hath* bargained, ſold, aſſigned, tranferred and ſet over, and by theſe Preſents, by and with the Conſent of the ſaid *A. B.* teſtified as aforeſaid, *Doth* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, *All* that the ſaid Bond or Obligation herein before mentioned, and all and every Sum and Sums of Money due and payable, or to grow due and payable by Virtue thereof. *And* it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid 1000 *l.* *South-Sea* Annuities, 900 *l.* *Bank* Stock, and 800 *l.* *Eaſt-India* Stock ſo covenanted and agreed to be transferred unto them the ſaid *E. F.* and *G. H.* and alſo the ſaid Bond or Obligation hereby aſſigned unto the ſaid *E. F.* and *G. H.* and the Money due and to grow due thereon ſhall be veſted, remain and continue in the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, for the Uſes, Intents and Purpoſes, and upon the Truſts herein after reſpectively declared concerning the ſame, and to, for and upon no other Uſe, Truſt, Intent or Purpoſe whatſoever, that is to ſay, *In Truſt* for the ſaid *C. D.* her Executors, Adminiſtrators and Aſſigns, until the ſaid intended Marriage ſhall take Effect; and from and after the Solemnization thereof, *Then* in Truſt that they the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators, or ſuch others on whom the Truſts hereby declared ſhall or may devolve by Virtue of the Proviſo herein after in that Behalf contained, do and ſhall pay or cauſe to be paid unto *C. D.* the younger Daughter of the ſaid *C. D.* Party hereto, out of the Dividends, Intereſt and Produce of the ſaid 1000 *l.* *South-Sea* Annuities, 900 *l.* *Bank* Stock, 800 *l.* *Eaſt-India* Stock, and of the ſaid Sum

Aſſignment of the Bond.

Agreed that the Annuities, Stocks and Bond ſhall be veſted in the Truſtees for the Uſes after declared, viz.

In Truſt for the Wife, till the Marriage;

and then the Truſtees ſhall pay to the Wife's Daughter, out of the Dividends, &c. an Annuity of 20 *l.* quarterly, till the Daughter ſhall attain her Age of twenty-one Years, or be married.

of 500 *l.* ſecured by the ſaid *J. K.*'s Bond as aforeſaid, one Annuity or yearly Sum of 20 *l.* for her Cloaths and Expences, to commence from the Day of the Solemnization of the ſaid intended Marriage; and to be paid quarterly, until the ſaid *C. D.* the younger ſhall attain her Age of twenty-one Years, or Day of Marriage, which ſhall firſt happen; *And* from and after the ſaid *C. D.* the younger ſhall attain her Age of twenty-one Years, then one Annuity or yearly Sum of 30 *l.* to be payable quarterly, until the ſaid *C. D.* the younger ſhall be married; *And* the Reſt, Reſidue and Remainder of the Dividends, Intereſt and Produce of the ſaid 1000 *l.* *South-Sea* Annuities, 900 *l.* *Bank* Stock, 800 *l.* *Eaſt-India* Stock, and of the ſaid Sum of 500 *l.* ſecured by the ſaid *J. K.*'s Bond, do and ſhall from Time to Time and at all Times hereafter, during the natural Life of the ſaid *C. D.* Party hereto, pay, apply and diſpoſe of the ſame, either to the ſaid *C. D.* party hereto, ſhe requiring the ſame, or to ſuch Perſon or Perſons as ſhe alone, and without the ſaid *A. B.* her intended Husband, notwithſtanding her Coverture, ſhall from Time to Time, in Writing ſigned by her, direct and appoint; the ſaid Dividends, Intereſt and Produce being agreed by all the ſaid Parties to theſe Preſents, to be and remain, during the joint Lives of her the ſaid *C. D.* and her ſaid intended Husband, for the ſole and ſeparate Uſe of the ſaid *C. D.* as if ſhe were from Time to Time ſole and unmarried, and to be under the ſeparate and ſole Management and Diſpoſal of the ſaid *C. D.* notwithſtanding her Coverture; *And* the ſaid *A. B.* her intended Husband, ſhall not, during her Life, at all intermeddle therewith, or have any Power to controul her in managing, directing or diſpoſing of the ſame, or any Part thereof, but be therefrom abſolutely excluded; and that the ſame ſhall not be liable or ſubject to the Debts or Controul of the ſaid *A. B.* *And* from and after the Deceaſe of the ſaid *C. D.* Party hereto, then *In Truſt*, that they the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators, or ſuch others on whom the Truſts hereby declared ſhall or may devolve as aforeſaid, do and ſhall by and out of the ſaid 1000 *l.* *South-Sea* Annuities, 900 *l.* *Bank* Stock, and 800 *l.* *Eaſt-India* Stock, and of the ſaid Sum of 500 *l.* ſecured by the ſaid *J. K.*'s Bond as aforeſaid, raiſe and pay unto the ſaid *C. D.* the Younger, in Caſe ſhe ſhall be living at the Time of the Deceaſe of the ſaid *C. D.* Party hereto,

And then an Annuity of 30 l. till ſhe ſhall be married.

The reſt of the Dividends, &c. ſhall, during the Wife's Life, pay either to the Wife, or to ſuch Perſon as ſhe alone, and without her Huſband, ſhall in Writing appoint.

The Dividends, &c. being agreed to be, during the joint Lives of the Wife and Huſband, for her ſeparate Uſe.

The Huſband ſhall not, during her Life, intermeddle therewith, &c.

The ſame ſhall not be liable to his Debts.

After the Deceaſe of the Wife, the Truſtees, out of the Annuities, &c. ſhall raiſe and pay to the Wife's Daughter, if ſhe ſhall be living at the Deceaſe of the Wife, 2500 l. for the Uſe of the Daughter.

to, the Sum of 2500 *l.* of lawful Money of *Great Britain*, to and for the proper Uſe and Behoof of the ſaid *C. D.* the Younger, her Executors and Adminiſtrators for ever; but if the ſaid *C. D.* the Younger ſhall depart this Life in the Life-time of the ſaid *C. D.* Party hereto, *Then* from and after the Deceaſe of the ſaid *C. D.* Party hereto, that they the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators, or ſuch others on whom the Truſts hereby declared ſhall or may devolve as aforeſaid, do and ſhall permit and ſuffer, and fully authorize and impower the ſaid *A. B.* during his natural Life, to receive and take the clear yearly Dividends, Intereſt and Produce of the ſaid 1000 *l.* *South-Sea* Annuities, 900 *l.* *Bank* Stock, 800 *l.* *Eaſt-India* Stock, and of the ſaid 500 *l.* ſecured by the ſaid *J. K.*'s Bond as aforeſaid, as the ſame ſhall from Time to Time ariſe and become due and payable, to and for his and their own Uſe and Benefit; but in Caſe the ſaid *C. D.* the Younger ſhall ſurvive the ſaid *C. D.* Party hereto, then *In Truſt* from and after the Deceaſe of the ſaid *C. D.* Party hereto, and after the ſaid Sum of 2500 *l.* ſhall be raiſed and paid as aforeſaid, that they the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators, or ſuch others on whom the Truſts hereby declared ſhall or may devolve as aforeſaid, do and ſhall permit and ſuffer, and fully authorize and impower the ſaid *A. B.* during his natural Life, to receive and take the clear yearly Dividends, Intereſt and Produce of the Remainder of the ſaid Truſt-Premiſſes, after the ſaid Sum of 2500 *l.* ſhall be raiſed and paid as aforeſaid, as the ſame ſhall from Time to Time ariſe and become due and payable, to and for his and their own Uſe and Benefit; and from and after the Deceaſe of the ſaid *A. B.* then *In Truſt* that they the ſaid *E. F.* and *G. H.* and the Survivor of them, his Executors or Adminiſtrators, or ſuch others on whom the Truſts hereby declared ſhall or may devolve as aforeſaid, do and ſhall aſſign, transfer, pay and diſpoſe of the ſaid 1000 *l.* *South-Sea* Annuities, 900 *l.* *Bank* Stock, and 800 *l.* *Eaſt-India* Stock, and of all the Monies then due or to grow due on the ſaid *J. K.*'s Bond, in Caſe the ſaid *C. D.* the Younger ſhall depart this Life in the Life-time of the ſaid *C. D.* party hereto, but if the ſaid *C. D.* the Younger ſhall ſurvive the ſaid *C. D.* Party hereto, then only ſo much of the ſaid Truſt-Premiſſes

But if the Daughter dies in the Life-time of the Wife, then after the Deceaſe of the Wife, the Truſtees ſhall permit and impower the Huſband, during his Life, to receive the yearly Dividends, &c. of the Annuities, &c. for his own Uſe.

But if the Daughter ſhall ſurvive the Wife, then after the Deceaſe of the Wife, and after the ſaid 2500 l. ſhall be paid, the Truſtees ſhall permit and impower the Huſband, during his Life, to receive the Dividends, &c. of the Remainder of the Truſt-Premiſſes, after the 2500 l. ſhall be paid, for his own Uſe.

After the Deceaſe of the Huſband, then the Truſtees ſhall transfer the Annuities, Stocks, and all Monies due on the Bond, if the Daughter dies in the Life-time of the Wife, but if the Daughter ſhall ſurvive the Wife, then only ſo much of the Truſt-Premiſſes as ſhall remain after the 2500 l. ſhall be raiſed and paid, to ſuch Perſon, and to ſuch Uſes as the Wife ſhall by Writing or Will appoint.

as ſhall remain, after the ſaid Sum of 2500 *l.* ſhall be raiſed and paid as aforeſaid, to ſuch Perſon and Perſons, and to and for ſuch Uſes, Intents and Purpoſes, and in ſuch Manner and Form, as the ſaid *C. D.* Party hereto, ſhall by any Writing or Writings under her Hand and Seal to be executed by her in the Preſence of two or more credible Witneſſes, or by her Laſt Will and Teſtament in Writing, or by any Writing purporting her Laſt Will and Teſtament, to be atteſted as aforeſaid, ſhall direct and appoint; for which Purpoſe the ſaid *A. B.* doth hereby agree ſhe may make her Laſt Will and Teſtament, notwithſtanding her Coverture, as ſhe ſhall pleaſe; and in Default of ſuch Direction or Appointment, to the Executors or Adminiſtrators of the ſaid *C. D.* Party hereto: *Provided* always nevertheleſs, and it is hereby expreſly agreed by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *C. D.* Party hereto, by any Writing or Writings under her Hand and Seal, to be by her executed in the Preſence of two or more credible Witneſſes, notwithſtanding her Coverture, to give, order, limit or appoint unto the ſaid *C. D.* the Younger, as and for her Marriage-Portion or Advancement in Marriage, any Sum of Money not exceeding the Sum or Value of 1500 *l.* of lawful Money of *Great Britain*, Part of the ſaid Truſt-Annuities and Stocks; *And* the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors and Adminiſtrators are hereby authorized and impowered to ſell and diſpoſe of ſo much of the ſaid Truſt-Annuities and Stocks, as will ſatisfy and pay ſuch Sum accordingly; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* is hereby agreed by and between all the ſaid Parties to theſe Preſents, that upon Receipt or Diſpoſal of the Dividends, Intereſt and Produce of the ſaid Truſt-Premiſſes, or any Part thereof, according to the Truſts aforeſaid, ſhe the ſaid *C. D.* Party hereto, ſhall and may make Acquittances and Diſcharges, teſtifying the Receipt and Diſpoſal thereof, in ſuch Manner as ſhe might have done, had ſhe been ſole and unmarried, and that notwithſtanding her Coverture, ſuch Receipts and Diſcharges ſhall be good and effectual againſt them the ſaid *A. B.* and *C. D.* Party hereto, their Executors, Adminiſtrators and Aſſigns, and every of them. *And* it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents,

For which Purpoſe the Huſband agrees ſhe may make her Will.

And in Default of Appointment, to the Executors, &c. of the Wife.

Power for the Wife by Writing, &c. to give to the Daughter for her Marriage Portion, any Sum not exceeding 1500 l. Part of the Annuities and Stocks.

Truſtees impowered to ſell ſo much of the Annuities and Stocks, as will pay ſuch Sum.

Upon Receipt or Diſpoſal of the Dividends, &c. or any Part thereof, the Wife may make Acquittances, &c.

Agreed that in Caſe the Annuities and Stocks ſhall be redeemed by Parliament, &c. then the Monies received on ſuch Redemption, ſhall be laid out in the Purchaſe of the like Annuities or Stocks, in the Names of the Truſtees, &c.

ſents, that in Caſe at any Time hereafter, before the Truſts hereby declared of the ſaid Annuities and Stocks ſhall be fully performed, any Part of the ſame Annuities or Stocks ſhall be redeemed or paid off by Authority of Parliament or otherwiſe howſoever, then and in ſuch Caſe all the Monies to be paid or received in on ſuch Redemption as aforeſaid, ſhall immediately, on Receipt thereof, be laid out and inveſted in the Purchaſe of the like Annuities or Stocks, to be transferred into the Names of them the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators, or of the Truſtees for the Time being, upon the like Truſts as aforeſaid, or ſuch of them as ſhall be then ſubſiſting, and ſo *toties quoties*, and as often as the like Caſe ſhall happen, during the Subſiſtence of the aforeſaid Truſt; but ſubject nevertheleſs to ſuch Power of ſettling the ſaid Annuities and Stocks as is herein after in that Behalf contained: *Provided alſo*, and it is hereby expreſly agreed by and between all the ſaid Parties to theſe Preſents, that in Caſe the ſaid *C. D.* Party hereto, or the ſaid *A. B.* after her Deceaſe, ſhall be minded or deſirous to have the ſaid Annuities and Stocks, or any Part thereof, ſold, or to call in the ſaid Sum of 500 *l.* due on the ſaid Bond, or any Part thereof, and to have the Monies ariſing by Sale of the ſaid Annuities and Stocks, or to be paid in, on ſuch Redemption as aforeſaid; and alſo the Monies to be paid in on the ſaid Bond, or any Part thereof, inveſted in any other publick Stocks, Funds or Parliamentary Securities, or placed out at Intereſt upon any Security publick or private, or laid out in the Purchaſe of Freehold Lands, Tenements or Hereditaments, or to have the ſaid Money after it ſhall have been ſo inveſted or placed out in or upon any ſuch other Stocks, Funds or Securities as aforeſaid, or any Part thereof, called or taken in again, by ſelling or otherwiſe diſpoſing of ſuch Stocks, Funds or Securities, or to diſpoſe of ſuch Money in any other Manner for the Improvement thereof, upon and ſubject to the Truſts aforeſaid, and ſhall ſignify ſuch her or his Mind or Deſire by Writing under her or his Hand ſigned in the Preſence of two or more credible Witneſſes, unto the Truſtees for the Time being, who ſhall concur with her or him, and approve thereof; that then the ſaid *E. F.* and *G. H.* or the Survivor of them,

But ſubject to ſuch Power of ſettling the Annuities and Stocks as after mentioned.

Power for the Truſtees, with the Concurrence of the Wife, or the Huſband after her Deceaſe, to ſell and call in the Truſt-Premiſſes, and to lay out the Monies ariſing therefrom in ſuch other Stocks or Securities, or in the Purchaſe of Freehold Lands, &c. as the Wife, or the Huſband after her Deceaſe, ſhall by Writing, &c. appoint, but ſubject to the ſaid Truſts.

his Executors or Adminiſtrators, or the Truſtees for the Time being, ſhall and may accordingly ſell and diſpoſe, and call and take in the ſaid Truſt-Premiſſes, or any Part thereof, and inveſt, place, lay out or diſpoſe of the Monies ariſing therefrom, or any Part thereof, in ſuch other Stocks, Funds or Securities, or in the Purchaſe of ſuch Freehold Lands or Tenements, or in ſuch other Manner as the ſaid *C. D.* Party hereto, or the ſaid *A. B.* after her Deceaſe, with ſuch Concurrence as aforeſaid, ſhall by ſuch Writing, or any Writing or Writings to be ſubſcribed and atteſted as aforeſaid, direct, order or appoint, but ſubject nevertheleſs unto and under the Truſts aforeſaid, or ſuch of them as ſhall be then ſubſiſting.

Truſtees to deduct their Coſts.

*And* it is hereby alſo agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, or any new Truſtee or Truſtees hereafter to be appointed by Virtue of the Power herein after for that Purpoſe mentioned, their Executors and Adminiſtrators, ſhall and lawfully may in the firſt Place deduct or retain out of the ſaid Truſt-Premiſſes, or any Part thereof, all ſuch Sum and Sums of Money, Coſts, Charges, Expences and Damages which they, or any, or either of them, ſhall pay, expend, lay out, ſuſtain, ſuffer or be put unto, for or by Reaſon or Means of the Truſts aforeſaid, or any Act, Matter or Thing which ſhall or may be done or happen in, about or relating to the Execution thereof, or touching or concerning the ſame;

And not be accountable for more Money than they ſhall receive, nor one be accountable for the other, &c.

*And alſo*, that they the ſaid Truſtees, their Executors and Adminiſtrators, or any or either of them, ſhall not be chargeable or accountable for any more Money than what they or any of them ſhall actually receive, by Virtue of theſe Preſents, nor ſhall the one of them be accountable or chargeable for the other of them, or for the Acts, Receipts or Defaults of the other of them; but each for himſelf and for his own Acts, Receipts and Defaults only; nor with or for any Loſs which ſhall happen of the ſaid Truſt-Premiſſes, or any Part thereof, ſo as ſuch Loſs happens without their wilful Neglect or Default; and in Caſe ſuch Loſs ſhall happen by or through the wilful Neglect or Default of any of the ſaid Truſtees, his Executors or Adminiſtrators, then he only who ſhall be guilty thereof, his Executors and Adminiſtrators, ſhall be anſwerable for the ſame.

If either of the Truſtees dies, another to be appointed in his Place, &c.

*And* it is hereby further agreed, that in Caſe of the Death of either of the ſaid Truſtees, Parties hereto, during the Continuance of the aforeſaid Truſts, or any of them, ſhe the ſaid *C. D.* Party hereto, or in Caſe of her Death, the ſaid *A. B.* with the Conſent of the ſurviving Truſtee, may nominate and appoint ſome other fit Perſon to be Truſtee of and for the Premiſſes, in the Place and Stead of the Truſtee ſo dying; and that upon ſuch Nomination and Appointment, the ſurviving Truſtee ſhall aſſign and convey all and ſingular the ſaid Truſt-Eſtate and Premiſſes, in ſuch Manner as that the ſurviving Truſtee and ſuch Perſon ſo to be nominated and appointed ſhall from thenceforth be jointly poſſeſſed of the ſaid Truſt-Eſtate and Premiſſes, and jointly and equally concerned in acting in the aforeſaid Truſts, in the ſame or the like Manner, as if ſuch ſurviving Truſtee, and ſuch Perſon to be nominated and appointed as aforeſaid, had been originally in and by theſe Preſents conſtituted and appointed joint Truſtees for the Purpoſes aforeſaid, and ſo *toties quoties*, and as often as either of the Truſtees for the Time being ſhall happen to die during the Continuance of the aforeſaid Truſts, or any of them.

The Huſband covenants, that without Diſturbance, the Truſtees ſhall diſpoſe of the Truſt-Premiſſes, and the Intereſt thereof, according to Appointment of the Wife.

*And* the ſaid *A. B.* in Confirmation of theſe Preſents, doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that without any Diſturbance, Interruption or Denial of him the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, they the ſaid *E. F.* and *G. H.* and the Survivor of them, his Executors and Adminiſtrators, ſhall and may from Time to Time and at all Times hereafter, pay, apply, aſſign, transfer and diſpoſe of the Truſt-Premiſſes, and every Part thereof, and the Intereſt, Dividends and Produce thereof, and every Part thereof, according to the Direction and Appointment of the ſaid *C. D.* Party hereto, notwithſtanding her Coverture, purſuant and ſubject to the Truſts herein before declared concerning the ſame; *And further*, that he the ſaid *A. B.* ſhall and will, from Time to Time and at all Times hereafter, at the reaſonable Requeſt, Coſts and Charges in the Law, of the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, do, make, execute, or procure to be done, made and executed, all and every ſuch further and other reaſonable Act and Acts, Aſſignments and Aſſurances in the Law whatſoever, as well for the better and more effectual eſtabliſhing theſe Preſents, and the due Execution of the Truſts aforeſaid, as alſo the better to enable the ſaid *C. D.* Party hereto, (notwithſtanding the ſaid intended Marriage) to direct and appoint the ſaid Truſt-Premiſſes, and every Part thereof, in

For further Aſſurance.

Manner aforeſaid, and according to the true Intent and Meaning of theſe Preſents, and of the Truſts herein before declared and expreſſed, as by the Counſel learned in the Law of them the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators or Aſſigns, ſhall be reaſonably deviſed, or adviſed and required. *And laſtly*, the ſaid *A. B.* doth hereby for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, that he the ſaid *A. B.* ſhall and will permit and ſuffer the ſaid *C. D.* the Younger, ſo long as ſhe ſhall continue unmarried, to lodge and board with him, and that the ſaid *C. D.* the Younger, ſhall have her Meat, Dring, Waſhing and Lodging, without paying for or being charged for the ſame. *In Witneſs*, &c.

To permit the Daughter, ſo long as ſhe continues unmarried, to lodge and board with him.

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## *A Settlement after Marriage by Leaſe and Releaſe, to make a Tenant of the Freehold, in Order to ſuffer a Recovery.*

THIS *Indenture quinquepartite*, made, &c. between *H. L.* of, &c. Widow, of the firſt Part, *W. L.* of, &c. and *M.* his Wife, of the ſecond Part, *R. H.* of, &c. of the third Part, *J. H.* of, &c. of the fourth Part, and *J. M.* of, &c. of the fifth Part. *Whereas* a Marriage is already had and ſolemnized between the ſaid *W. L.* and *M.* his Wife, the Daughter of the ſaid *J. G.* and the ſaid *J. G.* hath agreed to raiſe and pay the Sum of 800 *l.* and to give a Bond for the Payment of the further Sum of 200 *l.* as a Portion with his ſaid Daughter, in Order to obtain a competent Proviſion for his ſaid Daughter, and for the Child or Children of the ſaid Marriage: *Now this Indenture witneſſeth*, that in Conſideration of the ſaid Marriage, and of the ſaid Sum of 300 *l.* paid, and of a Bond this Day entred into by the ſaid *J. G.* and bearing even Date with theſe Preſents, payable to the ſaid *R. H.* in the Manner therein expreſt, to and for the Uſe of the ſaid *W. L.* and *M.* his Wife, and of 5 *s.* a-piece, paid by the ſaid *R. H.* to the ſaid *H. L.* and *W. L.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt of which ſaid Bond and ſeveral Sums of 300 *l.* 5 *s.* and 5 *s.* they the ſaid *H. L. W. L.* and *M.* his Wife, do hereby reſpectively acknowledge, and thereof and therefrom, and of and from every Part thereof, do hereby acquit, releaſe and diſcharge the ſaid *J. G.* and *R. H.* their Executors, Adminiſtrators

Recital of a Marriage had, and that the Wife's Father hath agreed to pay 800 l. and give a Bond for 200 l. as a Portion with her.

Conſideration.

niſtrators and Aſſigns, and each of them for ever by theſe Preſents, they the ſaid *H. L.* and *W. L. Have* and each of them *Hath* granted, bargained and ſold, releaſed and confirmed, and by theſe Preſents *Do* and each of them *Doth* grant, bargain and ſell, releaſe and confirm unto the ſaid *R. H.* (in his actual Poſſeſſion now being by Virtue of a Bargain and Sale to him thereof made, by Indenture bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uſes into Poſſeſſion) and to his Heirs, *All* that Meſſuage, *&c.* and the Reverſion and Reverſions, Remainder and Remainders thereof, and all the Eſtate, Right, Title, Intereſt, Truſt, Uſe, Benefit, Property, Claim and Demand whatſoever, either in Law or Equity, of them the ſaid *H. L.* and *W. L.* of, in, or to the ſaid Premiſſes, or of, in or to any Part or Parcel thereof; *To have and to hold* the ſaid Meſſuage, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, unto the ſaid *R. H.* his Heirs and Aſſigns, to the End, Intent and Purpoſe that the ſaid *R. H.* may become a good and perfect Tenant of the Freehold of the ſaid Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances, ſo that one good and perfect Common Recovery, according to the Courſe of Common Recoveries in ſuch Caſes uſed, may be had, perfected and executed againſt him in his Majeſty's Court of Common Pleas at *Weſtminſter*, by ſuch apt and convenient Name and Names, Numbers, Quantities and Qualities of Acres and other Deſcriptions, as ſhall be thought fit, in which Common Recovery the ſaid *J. M.* ſhall be demandant, and the ſaid *R. H.* ſhall be Tenant, who ſhall vouch to Warranty the ſaid *H. L.* who ſhall vouch to Warranty the ſaid *W. L.* who ſhall vouch to Warranty the Common Vouchee; and all other requiſite Proceedings ſhall be had for the Making and Perfecting ſuch Common Recovery, which is hereby agreed ſhall be executed and perfected before the End of —— Term next enſuing. *And* it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them, and of every of them, and of theſe Preſents are, that the ſaid Common Recovery, ſo or in any other Manner to be had or ſuffered of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes as aforeſaid, were, are, and be and are meant and intended to be, and ſhall be and enure, and ſhall be adjudged, deemed and taken to be, and the ſaid *J. M.* and

Grant.

Habendum to *R. H.* that he may become Tenant of the Freehold of the Premiſſes, that a Recovery may be had.

The Uſes of the Recovery declared.

and his Heirs, ſhall ſtand and be ſeiſed thereof, to ſuch Uſes, Intents and Purpoſes, and ſubject to ſuch Truſts, Proviſoes, Conditions, Limitations and Agreements, as are herein after limited, expreſſed and declared of and concerning the ſame, (that is to ſay) *To the Uſe* of the ſaid *H. L.* for and during the Term of her natural Life, and from and after her Deceaſe, *then* to the Uſe of the ſaid *R. H.* his Heirs and Aſſigns, for and during the natural Life of the ſaid *H. L. In Truſt* nevertheleſs to the Intent and Purpoſe, that he or they ſhall take and receive the Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes, for the ſeparate Uſe of the ſaid *M. L.* for and during her natural Life, and ſhall pay the ſame to her the ſaid *M.* for her ſole and ſeparate Uſe, ſeparate and apart from her ſaid Husband, and free from his Controul, and from any Charges, Debts or Engagements of him the ſaid *W. L.* her ſaid Husband; and from and after the Determination of that Eſtate, then *To the Uſe* of the ſaid *W. L.* for and during the Term of his natural Life; and from and after his Deceaſe, *then* to the Uſe and Behoof of all and every the Son and Sons, Daughter and Daughters of the ſaid *W. L.* on the Body of the ſaid *M. L.* begotten, or to be begotten, and to the ſeveral and reſpective Heirs and Aſſigns of ſuch Son and Sons, Daughter and Daughters for ever; *To hold* to them and their Heirs as Tenants in Common, and not as Jointenants; and in Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *W. L.* and his Heirs, to and for the only proper Uſe and Behoof of the ſaid *W. L.* his Heirs and Aſſigns for ever: *Provided* always, and it is declared and agreed by and between the ſaid Parties, that the ſaid *H. L. R. H. W. L.* and *M.* his Wife reſpectively, as they ſhall be reſpectively ſeiſed of or intitled to the ſaid Premiſſes, by Virtue of the Limitations aforeſaid, ſhall and may by any Deed in Writing under his or their Hands and Seals, atteſted by two or more credible Witneſſes, demiſe, leaſe or grant to any Perſon or Perſons whatſoever for the Term of ſeven Years or under, from the Making of the ſame, any Part of the ſaid Premiſſes whereof they ſhall be ſo ſeiſed or intitled to at the Time of making ſuch Leaſe, ſo that upon every ſuch Leaſe there be reſerved to continue due and payable, during the Continuance of the ſaid Term, which ſhall be ſo granted, the beſt and moſt improved yearly Rent that can or may be had for the ſame, and ſo as ſuch Leaſe be not diſpuniſhable of Waſte; and ſo as the Leſſee to

To the Uſe of the Husband's Mother for Life, Remainder to *R. H.* for him to receive the Rents for the ſeparate Uſe of the Wife.

Remainder to the Husband for Life; Remainder to the Iſſue of the Marriage, as Tenants in Common.

Remainder to the Husband in Fee.

Power to let Leaſes for ſeven Years.

be named in ſuch Leaſe do ſeal and execute a Counterpart thereof. *And* the ſaid *H. L.* and *W. L.* for themſelves, their Heirs, Executors and Adminiſtrators, do hereby covenant, promiſe and agree, to and with the ſaid *R. H.* his Heirs, Executors and Adminiſtrators, that they the ſaid *H. L.* and *W. L.* ſhall and will at any Time hereafter, at the reaſonable Requeſt of the ſaid *R. H.* his Heirs, Executors or Adminiſtrators, and at their own proper Coſts and Charges in the Law, make, do, perform and execute, all and every ſuch further and other lawful and reaſonable Act or Acts, Matter or Thing whatſoever, for the further and better Conveying and Aſſuring all and ſingular the ſaid Premiſſes, with their Appurtenances, unto the ſaid *R. H.* his Heirs and Aſſigns, unto and for the ſeveral Truſts, Uſes, Intents and Purpoſes herein before limited, expreſſed and declared; as by the ſaid *R. H.* his Heirs or Aſſigns, or by his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required. *In Witneſs*, &c.

Covenant for further Aſſurance.

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## *Part of a Settlement, made after Marriage, in Purſuance of Articles made before Marriage, of the Wife's Eſtates by Leaſe and Releaſe, Fine and Recovery.*

THIS *Indenture Tripartite*, made, *&c.* between *A. B.* of, *&c.* and *C.* his Wife of the firſt Part, *E. F.* of, *&c.* and *G. H.* of, *&c.* of the ſecond Part, and *J. M.* of, *&c.* of the third Part. *Whereas* by Articles of Agreement *Tripartite* indented, bearing Date, *&c.* and made or mentioned to be made between the ſaid *A. B.* of the firſt Part, the ſaid *C.* by the Name and Deſcription of *C. D.* of, *&c.* Spinſter, of the ſecond Part, and the ſaid *E. F.* and *G. H.* of the third Part, reciting, that a Marriage was intended, by God's Permiſſion, to be ſhortly had and ſolemnized between the ſaid *A. B.* and the ſaid *C. D.* and that the ſaid *C. D.* was ſeiſed or poſſeſſed of Freehold or Leaſehold Manors, Meſſuages, Lands, Tenements, Tithes, Rents and Hereditaments in the ſaid County of *Southampton*, of a conſiderable Value, which were to be conveyed, ſettled and aſſured, to and upon ſuch Uſes, Truſts and Limitations, and ſubject to ſuch Powers, Proviſoes and Agreements, as are therein and herein after declared, limited, appointed and provided con-

Recital of Articles before Marriage.

concerning the ſame; *And alſo* reciting, that the ſaid *A. B.* had propoſed, in Conſideration of the ſaid intended Marriage, and of ſuch Settlement, Conveyance and Aſſurance of the ſaid Manors, Meſſuages, Lands, Tenements, Tithes, Rents and Hereditaments of the ſaid *C. D.* in the ſaid County of *Southampton*, to be made as therein and herein after mentioned, to convey, ſettle or appoint Meſſuages, Lands, Tenements or Hereditaments in the County of *Kent*, of the yearly Value of—— unto and upon the ſaid *C. D.* as a Jointure, and in full of Dower, as therein and herein after is mentioned, *it is witneſſed*, *And* the ſaid *C. D.* did thereby for herſelf, her Heirs, Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, that ſhe the ſaid *C. D.* (now *C. B.*) her Heirs, Executors or Adminiſtrators, or ſuch Perſon or Perſons as then were, or ſhould or might be, in Truſt for her, ſhould and would within three Months then next enſuing the Solemnization of the ſaid intended Marriage between the ſaid *A. B.* and *C. D.* (now *C. B.*) convey, ſettle and aſſure, all her Manors, Meſſuages, Lands, Tenements, Tithes, Rents and Hereditaments in the ſaid County of *Southampton*, whereof or wherein the ſaid *C. D.* (now *C. B.*) or any Perſon or Perſons in Truſt for her, had any Eſtate of Freehold, either in Fee-ſimple, Fee-tail, or otherwiſe, by Fine, Recovery, or otherwiſe, in ſuch Manner as Counſel learned in the Law of the ſaid *A. B.* his Heirs and Aſſigns, ſhould direct and adviſe, unto the ſaid *E. F.* and *G. H.* their Heirs and Aſſigns, to be upon and for the ſeveral and reſpective Uſes, Intents and Purpoſes, and ſubject to the Powers, Proviſoes, Declarations and Agreements therein and herein after declared and expreſſed concerning the ſame. *And* the ſaid *C. D.* (now *C. B.*) did thereby further for herſelf, her Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, that ſhe the ſaid *C. D.* (now *C. B.*) her Heirs, Executors or Adminiſtrators, or any Perſon or Perſons in Truſt for her, ſhould and would, within the ſaid three Months next after the Solemnization of the ſaid intended Marriage, aſſign, convey, ſurrender and ſettle all the Manors, Meſſuages, Lands, Tenements, Tithes, Rents and Hereditaments of her the ſaid *C. D.* in the ſaid County of *Southampton*, as are Freehold, for Lives, Leaſehold or Cuſtomary, in ſuch Manner as Counſel learned in the Law of the ſaid *A. B.* his

Executors or Adminiſtrators, ſhould direct and adviſe, unto the ſaid *E. F.* and *G. H.* their Heirs, Executors, Adminiſtrators or Aſſigns, *In Truſt*, and for the ſeveral Uſes and Eſtates, and ſubject to ſuch Proviſoes, Powers, Declarations and Agreements, as are therein and herein after declared and expreſſed concerning the ſame. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, did thereby covenant, grant and agree, to and with the ſaid *E. F.* and *G. H.* their Executors and Adminiſtrators, that he the ſaid *A. B.* his Heirs or Aſſigns, in Conſideration of the then intended Marriage, and the Conveyances and Aſſurances therein before covenanted to be made, ſhould and would within three Months next after the Solemnization of the ſaid then intended Marriage between him the ſaid *A. B.* and *C. D.* (now *C. B.*) direct, limit and appoint Lands, Tenements and Hereditaments in the ſaid County of *Kent*, of the yearly Value of—— unto the ſaid *C. D.* for and during her natural Life, for her Jointure, purſuant to the Power in the Will of *Z. B.* deceaſed, Father of the ſaid *A. B.* or otherwiſe; which ſaid intended Jointure of —— a Year was to be thereby, and it was thereby declared to be in Lieu, Recompence and full Satisfaction of all ſuch Dower or Thirds at the Common Law, or as by the Cuſtom of Gavelkind uſed in *Kent*, or any other Cuſtom or Cuſtoms ſhe the ſaid *C. D.* (now *C. B.*) ſhould or might have or claim out of the Manors, Lands, Tenements or Hereditaments whatſoever of him the ſaid *A. B.* *And* the ſaid *A. B.* did in like Manner further covenant, that he the ſaid *A. B.* ſhould and would join with the ſaid *C. D.* his then intended Wife, in the making, doing, executing, levying or ſuffering ſuch Conveyances, Aſſurances, Fines and Recoveries of the ſaid Manors, Lands, Tenements, Tithes, Rents and Hereditaments, as therein before covenanted by the ſaid *C. D.* (now *C. B.*) ſhould be made, done, ſuffered or levied as aforeſaid: *And* further reciting, that the ſaid *C. D.* was poſſeſſed of —— or thereabouts, in the Capital Stock of New *South-Sea* Annuities, it was thereby agreed by and between all the ſaid Parties thereto, that the ſaid —— Stock, from and after the Solemnization of the ſaid intended Marriage, ſhould be then forthwith ſold, and the Money ariſing thereby laid out and inveſted in the Purchaſe of Meſſuages, Lands or Hereditaments of Inheritance, or of Cuſtomary or Leaſehold Lands, which ſhould be ſettled to the like and the ſame Uſes, and ſubject to the ſame Proviſoes, Declarations and Agreements in every reſpect, as the Fee-ſimple Lands and the Leaſehold Lands of the ſaid *C. D.* are therein before covenanted to be reſpectively ſettled, and herein after by theſe Preſents conveyed and ſettled, or as near as Cuſtomary Lands would admit; and until ſuch Sale of the ſaid —— Annuity Stock the Dividends ſhould be had, taken and received by the Perſon or Perſons who would be intitled to the Rents and Profits of the Lands ſo to be purchaſed, in Caſe the ſame were purchaſed, as in and by the ſaid recited Articles, Relation being thereunto had, may more fully and at large appear. *And whereas* the ſaid Marriage between the ſaid *A. B.* and *C. D.* hath ſince been had and ſolemnized; *And whereas* the ſaid ——*l.* New *South-Sea* Annuity Stock hath not been ſold, but the ſaid —— Stock now remains in the Name of the ſaid *C. D.* (now *C. B.*) for the Uſes, and upon the Truſts in the ſaid recited Articles mentioned and declared concerning the ſame, as herein before mentioned: *Now this Indenture witneſſeth*, That in Purſuance and in Part of Performance of the reſpective Covenants and Agreements, as well on the Part and Behalf of the ſaid *A. B.* as the ſaid *C. D.* (now the Wife of the ſaid *A. B.*) and in Conſideration of the Sum of 10 *s.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* and *C.* his Wife in Hand ſeverally paid by the ſaid *J. M.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for other good Cauſes and Conſiderations them the ſaid *A. B.* and *C.* his Wife thereunto moving, they the ſaid *A. B.* and *C.* his Wife *Have*, and each of them *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents *Do*, and each of them *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *J. M.* (in his actual Poſſeſſion now being of the Manors, Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, and hereby granted and releaſed, by Virtue of a Bargain and Sale for one whole Year to him thereof made by the ſaid *A. B.* and *C.* his Wife, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, in Conſideration of 5 *s.* a-piece to them paid by the ſaid *J. M.* and by Force of the Statute made for transferring of Uſes into Poſſeſſion) and to his Heirs, *All* that the Manor of, *&c.* *To have and to hold* the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, and all and ſingular other the Premiſſes herein before mentioned to be hereby granted, releaſed and confirmed, and every of them, with their and every of their

That the Marriage hath been had.

South-Sea Annuity Stock hath not been ſold, but remains in the Name of the Wife.

Conſideration.

Grant.

Habendum.

their Appurtenances, unto the ſaid *J. M.* his Heirs and Aſſigns, to the Uſe and Behoof of him the ſaid *J. M.* and his Heirs, until one or more common Recovery or Recoveries ſhall be had and executed of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes, with their Appurtenances, againſt him the ſaid *J. M.* his Heirs or Aſſigns, as is herein after mentioned, according to the true Meaning of theſe Preſents, and the ſaid Parties hereunto; and to the Intent and Purpoſe, that as well by Virtue of theſe Preſents as of the Fine or Fines herein after covenanted and agreed to be levied to him the ſaid *J. M.* as is herein after mentioned, he the ſaid *J. M.* and his Heirs, may be and continue a good and perfect Tenant of the immediate Freehold and Inheritance of all and ſingular the Premiſſes, until the ſaid common Recovery ſhall be had, perfected and executed, according to the true Intent and Meaning of theſe Preſents; and for the better Aſſuring and Conveying of all and ſingular the Premiſſes unto the ſaid *J. M.* and his Heirs, for the ſame Intent and Purpoſe, it is concluded and agreed by and between all the ſaid Parties to theſe Preſents, *And* the ſaid *A. B.* for himſelf and for the ſaid *C.* his Wife, and for their reſpective Heirs, doth covenant, promiſe and agree, to and with the ſaid *J. M.* his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *A. B.* and *C.* his Wife, or their Heirs, ſhall and will on this ſide and before the End of *Michaelmas* Term or *Hilary* Term next enſuing the Date of theſe Preſents, at the proper Coſts and Charges in the Law of the ſaid *A. B.* his Heirs or Aſſigns, acknowledge and levy in due Form of Law before the Juſtices of his Majeſty's Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines, to be ingroſſed, recorded and ſued forth with Proclamations, according to the Statute in that Caſe made and provided, and the common Courſe of Fines, with Proclamations, in ſuch Caſes uſed and accuſtomed, unto the ſaid *J. M.* and his Heirs, of all and ſingular the Premiſſes whatſoever hereby granted, releaſed and confirmed, or mentioned or intended to be hereby granted, releaſed and confirmed, with their and every of their Rights, Members and Appurtenances, by ſuch apt and convenient Name and Names, Numbers of Meſſuages and Acres, Quantities and Qualities of Land, and other Deſcriptions and Things, as ſhall for that Purpoſe be thought fit and requiſite. *And* it is hereby declared to be the true Intent

To the Uſe of *J. M.* till a Recovery ſhall be had.

The Huſband covenants that he and his Wife will levy a Fine.

The Uſe of the Fine declared to *J. M.* to corroborate the Eſtate hereby made, and to make him Tenant of the Freehold.

tent and Meaning of theſe Preſents, and of the Parties hereunto, that the ſaid Fine or Fines ſo as aforeſaid, or in any other Manner levied, or to be had and levied, of the ſaid Premiſſes, or any Part thereof, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, to be and enure, to the Uſe and Behoof of the ſaid *J. M.* and his Heirs, to the Intent to corroborate the Eſtate hereby made and granted, or intended to be made and granted to the ſaid *J. M.* and to make him a good and perfect Tenant of the Freehold and Inheritance of all and ſingular the Premiſſes, ſo that one or more perfect common Recovery or Recoveries may be had againſt him for the ſame: *And* for that Purpoſe it is further concluded and agreed by and between all the ſaid Parties to theſe Preſents, that before the End of the ſame *Michaelmas* Term or *Hilary* Term, one or more good and perfect common Recovery or Recoveries, in the Nature of common Recoveries for Aſſurance of Lands, ſhall be had, executed and perfected, of and for all and ſingular the Premiſſes hereby, or mentioned to be hereby granted and releaſed, at the proper Coſts and Charges in the Law of the ſaid *A. B.* and for that End and Purpoſe one or more Writ or Writs of Entry ſhall be brought in the Names of the ſaid *E. F.* and *G. H.* as Demandants therein, againſt the ſaid *J. M.* as Tenant, returnable or to be returned into the Court of Common Pleas at *Weſtminſter*, of and for all and ſingular the Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Rights, Members and Appurtenances, by ſuch apt and convenient Names, Numbers of Meſſuages and Acres, Quantities and Qualities of Land, and other Deſcriptions, Certainties and Things, as ſhall for that Purpoſe be thought fit and requiſite; to which Writ or Writs the ſaid *J. M.* ſhall appear in his proper Perſon, and ſhall and will vouch to Warranty the Premiſſes the ſaid *A. B.* and *C.* his Wife, who ſhall alſo appear in their proper Perſons, or by their Attorney or Attornies thereto lawfully authorized, to enter into Warranty, and ſhall vouch over to Warranty the common Vouchee of the ſame Court; and ſuch further Proceedings ſhall be had thereupon, that one or more good and perfect common Recovery or Recoveries, with double Voucher, may be had, proſecuted and executed, in and upon the ſaid Writ or Writs of Entry, in all Things, according to the uſual Form and Order of common Recoveries

A Recovery to be had.

for Aſſurance of Lands in ſuch Caſes uſed. *And* it is hereby further declared and agreed by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them, and of theſe Preſents, are, that from and immediately after ſuch Time as the ſaid common Recovery or Recoveries ſhall be had, executed and perfected of the Premiſſes as aforeſaid, the ſaid Fine or Fines herein before agreed to be levied, and the Execution thereof, and the ſaid common Recovery or Recoveries, and the Execution thereof, and alſo theſe Preſents, and the Grant, Releaſe and Confirmation hereby made, and every of them, ſhall be, and ſhall be adjudged, expounded, conſtrued, deemed and taken to be and enure, and the ſaid *E. F.* and *G. H.* and their Heirs, and all and every other Perſon and Perſons which at any Time thenafter ſhall be or ſtand ſeiſed of the Premiſſes, or any Part of them, and their Heirs, ſhall ſtand and be ſeiſed thereof, and of every Part and Parcel thereof reſpectively, *To*, upon and for the ſeveral and reſpective Uſes, Intents and Purpoſes, and ſubject to the Powers, Proviſoes, Declarations and Agreements herein after by theſe Preſents declared and expreſſed concerning the ſame, (that is to ſay) *To the Uſe* and Behoof of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte, and with full Power to do and commit Waſte, and with ſuch further Powers, Liberties, Authorities and Proviſoes, as are herein after mentioned and expreſſed concerning the ſaid Premiſſes; *And* from and after the Determination of that Eſtate, *To the Uſe* and Behoof of the ſaid *E. F.* and *G. H.* their Heirs and Aſſigns, for and during the natural Life of the ſaid *A. B. Upon Truſt* only for the preſerving the contingent Uſes and Eſtates herein after limited from being defeated or deſtroyed; and for that Purpoſe to make Entries, and bring Actions, as the Caſe ſhall require; but that the ſaid *E. F.* and *G. H.* their Heirs or Aſſigns, ſhall not convert the Rents, Iſſues or Profits thereof, to their or either of their own Uſe, but permit and ſuffer the ſaid *A. B.* and his Aſſigns, during his Life, to receive and take the ſame to his and their own Uſe; and from and immediately after the Death of the ſaid *A. B.* *To the Uſe* and Behoof of the ſaid *C. B.* his Wife, for and during the Term of her natural Life; and from and immediately after the Deceaſe of the Survivor of them the ſaid *A. B.* and *C.* his Wife, *To the Uſe* and Behoof of the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators and Aſſigns, for and during the

The Uſes declared.

To the Huſband for Life, ſans Waſte.

Remainder to Truſtees to preſerve contingent Uſes.

Remainder to the Wife for Life.

Remainder to Truſtees for 500 Years, ſans Waſte.

the Term of 500 Years, to be accounted from the Death of the Survivor of them the ſaid *A. B.* and *C.* his Wife, from thenceforth next enſuing, and fully to be compleat and ended, without Impeachment of Waſte, *Upon the Truſts*, and to and for the Intents and Purpoſes, and ſubject to the Proviſoes, Declarations and Agreements herein after mentioned, expreſſed and declared concerning the ſaid Term and Eſtate of 500 Years; *And* from and immediately after the Expiration, Ceaſing, or other Determination of the ſaid Term of 500 Years, *To the Uſe* and Behoof of the firſt Son of the ſaid *A. B.* on the Body of the ſaid *C.* his Wife begotten or to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe and Behoof of the ſecond Son of the ſaid *A. B.* on the Body of, *&c.*

Remainder to the firſt and other Sons of the Marriage in Tail Male.

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## *A Settlement of Leaſehold Eſtates after Marriage.*

THIS *Indenture* made, *&c.* between *A. B.* of, *&c.* and *M.* his now Wife, Daughter of *R. S.* late of, *&c.* and of *S.* his Wife, both deceaſed, of the one Part, and *C. D.* of, *&c.* and *E. F.* of, *&c.* of the other Part. *Whereas* by Indenture of Leaſe, bearing Date, *&c.* (*Recite the Leaſes*) reſpectively had may appear. *And whereas* the ſaid *A. B.* is willing and minded to make and ſettle, as far as at preſent he can, ſome certain Proviſion towards the Support and Maintenance towards the ſaid *M.* his now Wife, in Caſe ſhe ſhall happen him to ſurvive, over and beſides what he ſhall be able, by Virtue of his Laſt Will and Teſtament, further to intitle her to after his Death; *Therefore this Indenture witneſſeth*, that for the Purpoſe aforeſaid, and for and in Conſideration of the natural Love and Affection which he the ſaid *A. B.* hath and beareth for and towards the ſaid *M.* his now Wife, and for and in Conſideration of 5 *s.* of good and lawful Money of *Great Britain*, to him the ſaid *A. B.* in Hand paid by the ſaid *C. D.* and *E. F.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *A. B.* doth hereby acknowledge, he the ſaid *A. B.* *Hath* granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Doth* grant, *&c.* unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, *All* and every of

Recital that the Husband is willing to make ſome Proviſion towards the Support of his Wife, &c.

Conſideration.

Aſſignment.

of the before-mentioned ſeveral Pieces or Parcels of Ground, Meſſuages or Tenements, and other Erections and Buildings thereon, and all and every the Premiſſes aforeſaid, with their and every of their Appurtenances, ſubject as aforeſaid; and alſo all and every the Leaſes and other Deeds and Writings, under which, and by Virtue whereof, the ſame are reſpectively held and enjoyed, or by the ſaid *A. B.* hitherto have been, or yet could or might be held and enjoyed, if theſe Preſents had not been made; and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *A. B.* of, in, to or out of all and every or any the before mentioned Premiſſes, with their and every of their Appurtenances, and every or any Part or Parcel thereof, *To have and to hold* all and every the ſame herein before aſſigned Premiſſes, and every Part and Parcel thereof, with their and every of their Appurtenances, ſubject as aforeſaid unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, from henceforth, for and during, and unto the full End and Expiration of all the now Reſt, Reſidue and Remainder to come and unexpired, of the ſeveral and reſpective Terms, ſeverally and reſpectively to come therein, at and under the ſaid ſeveral and reſpective yearly Rents, and the ſeveral Covenants and Agreements in and by the ſeveral Leaſes, Deeds and Writings under which the ſaid Premiſſes are ſeverally and reſpectively held, reſerved, mentioned and contained, and on the Tenants, Leſſees or Aſſignees Parts to be paid, kept and performed, and ſubject alſo *to and upon the ſeveral Uſes and Truſts*, and for the ſeveral Intents and Purpoſes herein after particularly expreſſed, mentioned and declared touching and concerning the ſame Premiſſes, and to or upon no other Uſe or Truſt, and for no other Intent or Purpoſe whatſoever, that is to ſay, *Upon Truſt* in the firſt Place, by and out of the yearly and other Rents and Profits of the ſaid Premiſſes, to pay and diſcharge from Time to Time the ſeveral yearly reſerved Rents, hereafter to become due and payable, in Manner as the ſame are ſeverally and reſpectively reſerved and made payable, in and by the ſeveral Indentures or Inſtruments of Leaſe, Demiſe or Grant, under which the ſaid Premiſſes are ſeverally and reſpectively held, together with all preſent Arrears thereof (if any ſuch there be) And alſo the Expences of all neceſſary Repairs, and all Taxes, Aſſeſſments and other Out-goings, now or hereafter to be incident to, or charged or chargeable upon

Habendum.

Upon Truſt, in the firſt Place, out of the Rents of the Premiſſes to pay the Rents reſerved on the Leaſes, and the Expences of Repairs, &c.

all or any the hereby aſſigned Premiſſes, and from Time to Time to make good and perform all ſuch Covenants and Agreements, as in the ſeveral Indentures or Inſtruments of Leaſe, Demiſe or Grant, under which the ſaid Premiſſes are ſeverally and reſpectively held, are contained, and incumbent on the Tenants, Leſſees or Aſſignees, to keep and perform; and alſo to ſatisfy and pay all ſuch Charges, Damages and Expences, as they the ſaid *C. D.* and *E. F.* or either of them, their or either of their Executors or Adminiſtrators, or any of them, ſhall ſuſtain, incur or be put unto, or diſburſe or expend in or in Relation to the Management, or in Purſuance of the Truſts in and by theſe Preſents in them repoſed; and from Time to Time to pay, apply and diſpoſe of the Reſt, Reſidue and Surpluſage of ſuch yearly and other Rents and Profits of the ſaid Premiſſes, or permit the ſame to be received in Manner following, (that is to ſay) *To* and to the only, ſole and proper Uſe and Behoof of the ſaid *A. B.* and his Aſſigns, for and during ſo long of the ſaid ſeveral and reſpective Terms to come in the hereby aſſigned Premiſſes, as he the ſaid *A. B.* and the ſaid *M.* his ſaid wife ſhall both happen to live; and from and after the Deceaſe of either of them the ſaid *A. B.* and the ſaid *M.* his ſaid Wife, during the Continuance of, and before the Expiration of all the ſaid ſeveral and reſpective Terms, *Then* to and to the ſole and only proper Uſe and Behoof of the Survivor of them the ſaid *A. B.* the ſaid *M.* his ſaid Wife, and of the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, for and during, and unto the full End and Expiration of the then Remainder of the ſaid ſeveral and reſpective Terms to come in the ſaid hereby aſſigned Premiſſes; to which Survivor, his or her Executors or Adminiſtrators, upon his, her or their Requeſt, and at his, her or their own proper Coſts and Charges, it ſhall and may be lawful to and for the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, at any Time to aſſign over all and every the hereby aſſigned Premiſſes, for all the then Remainder of the ſaid reſpective Terms to come therein, *Subject* to ſuch Rents, Covenants and Agreements, and to ſuch Indenture of Demiſe to the ſaid —— as aforeſaid; *And* it is hereby declared and agreed to be the true Intent and Meaning of theſe Preſents, and of the Parties hereto, that it ſhall and may be lawful to and for the ſaid *C. D.* and *E. F.* and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, by and with the Conſent and Concurrence of the ſaid *A. B.* during

And to pay the reſt of the Rents, or permit the ſame to be received as follows, viz. to the Uſe of the Hushand, for ſo long of the Terms to come in the Premiſſes as he and his Wife ſhall live; and after the Deceaſe of either of them, then to the ſole Uſe of the Survivor of them, for the Remainder of the Terms to come in the Premiſſes; to which Survivor the Truſtees are to aſſign the Premiſſes for the then Remainder of the Terms, &c.

Power to let Leaſes.

ring the joint Lives of him and the ſaid *M.* his ſaid Wife, from Time to Time, and at all Times during the Continuance of all or any the reſpective Terms to come in all or any the hereby aſſigned Premiſſes, to let and demiſe by Leaſe, all or any Part of the ſame Premiſſes, whereof ſuch Term or Terms ſhall be ſo then in Being and unexpired, for any Term or Number of Years not exceeding ſeven Years, nor for the whole of the Remainder of the Term or Terms then to come therein, ſo as no Fine be taken thereupon, and ſo as there be, upon every ſuch Leaſe or Demiſe, a Reſervation of the higheſt improved yearly Rent that can be gotten for the Premiſſes ſo to be leaſed and demiſed, payable quarterly, to the ſaid *C. D.* and *E. F.* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, upon the Truſts herein before mentioned; and ſo as the Tenant or Leſſee in every ſuch Leaſe or Demiſe do execute a Counterpart thereof, with proper, uſual and reaſonable Covenants; *And* that neither of them the ſaid *C. D.* and *E. F.* ſhall be accountable for any more Monies than ſhall actually come to their reſpective Hands, and that one of them ſhall not be chargeable with, or anſwerable or accountable for the Acts, Receipts, Neglect or Defaults of the other of them, in Relation to any the Truſts in them repoſed by Virtue of theſe Preſents; any Thing in theſe Preſents before contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators and every of them, doth covenant, promiſe and agree to and with the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, and to and with every of them, by theſe Preſents, that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, at his and their, or ſome of their own proper Coſts and Charges, and at the Requeſt of the ſaid *C. D.* and *E. F.* or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor of them, make, do and execute, or cauſe and procure to be made, done and executed all and every ſuch further and other Act and Acts, Deed and Deeds, for the further and better Aſſigning and Aſſuring of the ſaid hereby aſſigned Premiſſes, ſubject as aforeſaid, upon the Truſts aforeſaid, unto them the ſaid *C. D.* and *E. F.* or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor of them, as by them the ſaid *C. D.* and *E. F.* or the Survivor of them,

Truſtees not to be accountable for any more Money than ſhall come to their Hands, &c.

or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor of them, or their or any of their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required. *In Witneſs*, &c.

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## *A Settlement, made after Marriage, of a Freehold Eſtate, by a Father, upon himſelf and his Children (his Wife being Dead) in Purſuance of a Covenant contained in his Settlement made before Marriage; and* South-Sea *Annuity Stock is to be ſold, and the Money ariſing by Sale thereof is to be laid out in the Purchaſe of Lands to be ſettled.*

Recital of a Settlement made by the Father before his Marriage.

THIS *Indenture* quadripartite, made, *&c.* between *A. B.* of, *&c.* of the firſt Part, *C. D.* of, *&c.* Widow and Relict of *P. D.* late of, *&c.* deceaſed, of the ſecond Part, *J. M.* of, *&c.* and *Q. D.* of, *&c.* of the third Part, and *E. F.* of, *&c.* and *G. H.* of, *&c.* of the fourth Part. *Whereas* by Indentures of Leaſe and Releaſe, bearing Date reſpectively, *&c.* the Releaſe being quadripartite, and made or mentioned to be made between *F. F.* of, *&c.* and the ſaid *A. B.* by the Name and Addition of *A. B.* of, *&c.* of the firſt Part, the ſaid *C. D.* and *H. D.* Daughter of the ſaid *P. D.* and *C. D.* of the ſecond Part, the ſaid *J. M.* and *G. F.* of, *&c.* ſince deceaſed, the ſaid *Q. R.* by the Name and Addition of, *&c.* *J. K.* of, *&c.* ſince alſo deceaſed, of the third Part, and *L. M.* of, *&c.* *O. P.* of, *&c.* of the fourth Part (*reciting as therein is recited*) and that a Marriage was then intended, by the Grace of God, to be ſhortly had and ſolemnized between the ſaid *A. B.* and *H. D.* (which Marriage was afterwards had accordingly) *It was and is witneſſed*, that in Conſideration of the ſaid intended Marriage, and for making a Jointure for the ſaid *H.* and a Proviſion for the Children of the ſaid intended Marriage, and of the Sum of 5000 *l.* (the Marriage Portion of the ſaid *H. D.*) and of the further Sum of 1000 *l.* which was to be paid to him the ſaid *A. B.* as and for a further Marriage Portion, with the ſaid *H. D.* by the Executors or Adminiſtrators of the ſaid

*C. D.* within three Months after her Death, in Caſe the ſaid *H. D.* the then intended Wife of the ſaid *A. B.* or any Children or Child of hers by the ſaid *A. B.* ſhould be then living, and not otherwiſe; for Payment of which ſaid Sum accordingly the ſaid *C. D.* had, at and before the Enſealing of the ſaid recited Indenture quadripartite, entred into one Bond bearing even Date therewith, unto the ſaid *A. B.* in the penal Sum of 2000 *l.* and for other the Conſiderations therein mentioned, the ſaid *F. F.* and *A. B.* did grant, bargain, ſell, alien, remiſe, releaſe, quit-claim and confirm unto the ſaid *J. M. G. F. Q. D.* and *J. K.* and to their Heirs and Aſſigns, *All,* &c. *To hold* all and ſingular the ſaid Lands, Hereditaments and Premiſſes therein or thereby granted and releaſed, or intended to be, unto the ſaid *J. M. G. F. Q. D.* and *J. K.* their Heirs and Aſſigns for ever, to the Uſe of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Death of the ſaid *A. B.* to the Uſe of the ſaid *H.* his then intended Wife, for and during the Term of her natural Life, for her Jointure, and in Lieu of Dower; and from and after the Deaths of the ſaid *A. B.* and *H.* his then intended Wife, and the Death of the Survivor of them, and the Determination of a Term of 500 Years thereby limited, to the Uſe of the ſaid *L. M.* and *O. P.* upon certain Truſts therein after mentioned, to the Uſe of the ſaid *J. M. G. F. Q. D.* and *J. K.* their Heirs and Aſſigns for ever, *Upon* the ſeveral and reſpective Truſts, and for the ſeveral and reſpective Intents and Purpoſes therein particularly and herein after in Part mentioned and declared. *And* by the ſaid recited Indenture quadripartite, among other Covenants therein contained, the ſaid *A. B.* did for himſelf and his Heirs covenant, promiſe and grant, to and with the ſaid *J. M. G. F. Q. D.* and *J. K.* their Executors, Adminiſtrators and Aſſigns, that after the ſaid 1000 *l.* the Reſidue of the ſaid Marriage Portion, ſhould be paid unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, he the ſaid *A. B.* or his Heirs, ſhould and would well and ſufficiently ſettle and convey as much other Lands and Hereditaments, over and beſides the ſaid Lands, Hereditaments and Premiſſes therein or thereby granted and releaſed, or meant, mentioned or intended ſo to be, and thereby agreed to be ſurrendred, as ſhould with the ſame Lands, Hereditaments and Premiſſes, be of the full yearly Value of 700 *l.* beyond all Reprizes, *To the Uſe* and Behoof of the ſaid

*A. B.* for Life, without Impeachment of Waſte; and from and after his Deceaſe, *To the Uſe* of the ſaid *H.* his then intended Wife, in Augmentation of her Jointure, and in Lieu of Dower; and after the Deceaſe of the Survivor of them the ſaid *A. B.* and *H.* his then intended Wife, *To the Uſe* of the ſaid *J. M. G. F. Q. D.* and *J. K.* and their Heirs, upon the ſame ſeveral Truſts as are therein before mentioned or declared touching the ſaid Lands, Hereditaments and Premiſſes therein and thereby granted and releaſed, or intended ſo to be; as in and by the ſaid recited Indentures of Leaſe and Releaſe, Relation being thereunto reſpectively had, may more fully and at large appear. *And whereas* the ſaid *G. F.* and *J. K.* are both dead, and the ſaid *J. M.* and *Q. D.* are the ſurviving Truſtees; *And whereas* the ſaid *H. B.* is alſo ſince dead, having left ſix Children of her Body by the ſaid *A. B.* begotten, *viz.* five Sons and one Daughter, who are all now living; *And whereas* the ſaid *C. D.* hath propoſed to the ſaid *A. B.* that ſhe the ſaid *C. D.* will in her own Life-time pay off her ſaid 1000 *l.* Bond upon the Conditions following, (that is to ſay) That the ſaid *A. B.* ſhall not only convey the ſeveral Meſſuages, Lands and Hereditaments herein after particularly mentioned and deſcribed (being of the yearly Value of 70 *l.* beyond all Reprizes) to the ſaid *J. M.* and *Q. D.* and their Heirs, to the Uſes, and upon the ſeveral Truſts, and to the Intents and Purpoſes herein after mentioned, limited and declared concerning the ſame, being to and upon the ſame Uſes and Truſts, and to the ſame Intents and Purpoſes as the ſaid Capital Meſſuage, Lands and Hereditaments, by the ſaid recited Indenture quadripartite, are limited, declared and expreſſed, or as near as the Death of Parties, and Circumſtance of Things, and the Law, will permit; but alſo ſhall immediately and forthwith, before the Execution of theſe Preſents, inveſt the ſaid 1000 *l.* ſo to be paid by the ſaid *C. D.* to the ſaid *A. B.* in the Purchaſe of *South-Sea* Annuity Stock, to be transferred to the ſaid *E. F.* and *G. H.* upon the Truſts herein after mentioned concerning the ſame, until a convenient Purchaſe of other Lands and Hereditaments of the yearly Value of 30 *l.* beyond all Reprizes, can be had and made; ſo as together with the Lands and Hereditaments granted, releaſed and covenanted to be ſurrendred by the ſaid recited Indenture quadripartite, together alſo with the Lands and Hereditaments by theſe Preſents hereafter granted and releaſed, ſhall be in the Whole of the yearly Value of 700 *l.*

That two of the Truſtees in the Settlement are dead.

The Father's Wife is dead and left ſix Children.

That the late Wife's Mother will pay off her 1000 l. Bond, upon the Condition that the Father ſhall not only convey the Lands herein to the Uſes herein mentioned, but ſhall before the Execution hereof inveſt the 1000 l. in South Sea Annuity Stock, till a Purchaſe of other Lands can be had, which with the Lands hereby, and by the Settlement releaſed, ſhall be of the yearly Value of 700 l.

beyond all Reprizes. *And whereas* the ſaid *C. D.* hath paid to the ſaid *A. B.* the principal Sum of 1000 *l.* in full Diſcharge of the ſaid recited Bond; *And whereas* the ſaid *A. B.* hath inveſted the ſaid 1000 *l.* in the Purchaſe of *South-Sea* Annuity Stock, at the Rate or Price of 106 *l.* 8 *s.* 9 *d. per Cent.* which doth yield and produce 940 *l.* *South-Sea* Annuity Stock, which ſaid 940 *l.* *South-Sea* Annuity Stock hath been transferred to, and now remains in the Names of them the ſaid *E. F.* and *G. H.* to, upon and for the ſeveral Truſts herein after mentioned and declared concerning the ſame: *Now this Indenture witneſſeth,* That for and in Conſideration of the ſaid Sum of 1000 *l.* herein before mentioned to be, and now actually paid by the ſaid *C. D.* to the ſaid *A. B.* in full Diſcharge of the ſaid herein before recited Bond and all Principal due thereon, the Receipt whereof the ſaid *A. B.* doth hereby confeſs and acknowledge, and by theſe Preſents doth for himſelf, his Heirs, Executors and Adminiſtrators, for ever releaſe and diſcharge the ſaid *C. D.* her Heirs, Executors and Adminiſtrators, of and from the Payment of the ſame, and every Part thereof, and in Purſuance and in Part of Performance of the ſaid herein before recited Covenant, on the Part and Behalf of him the ſaid *A. B.* to be done and performed, and in Conſideration alſo of 5 *s.* of good and lawful Money of *Great Britain* to the ſaid *A. B.* in Hand paid by the ſaid *J. M.* and *Q. D.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *A. B. Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *J. M.* and *Q. D.* (in their actual Poſſeſſion now being by Virtue of a Bargain and Sale for one whole Year to them thereof made by the ſaid *A. B.* by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, for the Conſideration of 5 *s.* to him paid by the ſaid *J. M.* and *Q. D.* and by Force of the Statute made for transferring of Uſes into Poſſeſſion) and to their Heirs and Aſſigns, *All* that Meſſuage or Tenement, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits of all, *&c.* *To have and to hold* the ſaid Meſſuages, Tenements or Houſes, Farms, Lands, Hereditaments, and all and ſingular other the Premiſſes herein laſt before mentioned and intended to be hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid

The Mother hath paid to the Father 1000 l. in diſcharge of the Bond.

The Father hath inveſted the 1000 l. in South-Sea Annuity Stock.

Conſideration.

Grant.

Habendum.

To the Uſe of the Father for Life, ſans Waſte.

Remainder to Truſtees, upon Truſt that (there being two or more Sons of the Father by his late Wife) the Truſtees ſhall ſettle the Lands to the Uſe of all or ſuch of ſuch Sons in ſuch Parts as the Father by Will or Deed ſhall appoint, and in Caſe of ſuch Appointment, and until ſuch Settlement (in Caſe the ſame ſhall not be done in the Father's Life-time) ſhall permit the Lands hereby releaſed to be enjoyed by the Son or Sons of the Father, &c. which Settlement ſhall be with Remainder over (after Failure of ſuch Iſſue Male, &c.) to the Heirs of the Father.

ſaid *J. M.* and *Q. D.* their Heirs and Aſſigns for ever, *To the Uſe* of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Death of the ſaid *A. B. To the Uſe* of the ſaid *J. M.* and *Q. D.* their Heirs and Aſſigns for ever, *Upon* the ſeveral and reſpective Truſts, and to and for the ſeveral and reſpective Intents and Purpoſes herein after declared, limited and mentioned concerning the ſame, (that is to ſay) *Upon* this eſpecial Truſt and Confidence in them the ſaid *J. M.* and *Q. D.* and in the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor repoſed, that (there being two or more Sons of the ſaid *A. B.* of the Body of the ſaid *H.* his late Wife deceaſed begotten) they the ſaid *J. M.* and *Q. D.* and the Survivor of them, and the Heirs or Aſſigns of ſuch Survivor, ſhall grant, convey and ſettle all and ſingular the ſaid Lands, Hereditaments and Premiſſes hereby granted and releaſed, with their Appurtenances, *To the Uſe* of all or ſuch one or more of ſuch Sons and the Heirs Males of his or their reſpective Bodies ſucceſſively, in ſuch Order of Succeſſion, and in ſuch Parts and Proportions, as the ſaid *A. B.* in and by his laſt Will and Teſtament in Writing, or by any other Writing under his Hand and Seal, and by him to be ſigned and ſealed in the Preſence of two or more credible Witneſſes, ſhall direct or appoint; and in Caſe of ſuch Direction or Appointment, and until ſuch Grant, Settlement or Conveyance ſhall be made purſuant to ſuch Direction or Appointment, (in Caſe the ſame ſhall not be done in the Life-time of the ſaid *A. B.*) ſhall permit and ſuffer the ſaid Lands, Hereditaments and Premiſſes hereby granted and releaſed, and every Part thereof reſpectively, to be poſſeſſed and enjoyed, and the Rents, Iſſues and Profits thereof, and of every Part thereof reſpectively, to be received by the Son or Sons of the ſaid *A. B.* of the Body of the ſaid *H.* his late Wife deceaſed begotten, and the Heirs Male of his or their reſpective Bodies, to whoſe Uſe or Uſes, or unto or upon whom the ſame, and every Part thereof reſpectively, ſhall be ſo directed or appointed to be ſo ſettled or conveyed, according to the Tenor and true Meaning hereof; which ſaid Settlement and Conveyance laſt mentioned ſhall be with the Remainder over (after Failure of ſuch Iſſue Male as ſhall be ſo therein mentioned) to the right Heirs of the ſaid *A. B. And upon* this fur-

In Default of Appointment, then Truſtees ſhall (after the Death of the Father) ſtand ſeiſed of the Premiſſes in Truſt for *B. B.* eldeſt Son of the Father, &c. Remainder to the ſecond and other Sons of the Father, &c.

ther Truſt, that in Default of ſuch Direction or Appointment as aforeſaid, then the ſaid *J. M.* and *Q. D.* or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, ſhall (after the Death of the ſaid *A. B.*) ſtand ſeiſed of all and ſingular the ſaid Lands, Hereditaments and Premiſſes hereby granted and releaſed, or intended ſo to be, *In Truſt* for *B. B.* the eldeſt Son of the ſaid *A. B.* of the Body of the ſaid *H.* his late Wife begotten, and the Heirs Male of the Body of the ſaid *B. B.* lawfully to be begotten; *And* for Default of ſuch Iſſue, *In Truſt* for *J. B.* the ſecond Son of the ſaid *A. B.* of the Body of the ſaid *H.* his late Wife begotten, and the Heirs Male of the Body of the ſaid *J. B.* lawfully to be begotten; *And* for Default of ſuch Iſſue, *In Truſt* for *C. B.* the third Son of the ſaid *A. B.* of the Body of the ſaid *H.* his late Wife begotten, and the Heirs Male of the Body of ſuch third Son lawfully to be begotten; *And* for Default of ſuch Iſſue, *In Truſt* for *W. B.* the fourth Son of the ſaid *A. B.* of the Body of the ſaid *H.* his late Wife begotten, and the Heirs Male of the Body of the ſaid *W. B.* lawfully to be begotten; *And* for Default of ſuch Iſſue, *In Truſt* for *J. B.* the fifth Son of the ſaid *A. B.* of the Body of the ſaid *H.* his late Wife begotten, and the Heirs Male of the Body of the ſaid *J. B.* lawfully to be begotten, ſeverally and ſucceſſively one after another, as they the ſame Sons ſhall be in Seniority of Age and Priority of Birth; the Elder of ſuch Sons and the Heirs Male of his Body being always preferred before the Younger of ſuch Sons and the Heirs Male of his Body; *And* in Default of ſuch Iſſue, *Then* upon this further Truſt, that they the ſaid *J. M.* and *Q. D.* and the Survivor of them, and the Heirs or Aſſigns of ſuch Survivor, do and ſhall (by Mortgage of the ſaid Lands, Hereditaments and Premiſſes hereby granted and releaſed, or any Part thereof, together with the Lands and Hereditaments granted and releaſed by the ſaid recited Indenture quadripartite, or any Part thereof) raiſe the Sum of 6000 *l.* of lawful Money (in Caſe the ſame ſhall not be otherwiſe paid, given or provided by the ſaid *A. B.* or ſuch Part of the ſame Sum as ſhall not be otherwiſe paid, given or provided by the ſaid *A. B.*) for the Portion of *H. B.* the Daughter of the ſaid *A. B.* of the Body of the ſaid *H.* his late Wife begotten, to be paid her at her Age of eighteen Years, or the Day of her Marriage, which ſhall firſt happen; *And* upon this further Truſt, that they the ſaid *J. M.* and *Q. D.* or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, do and ſhall convey the Equity of Redemption of the ſaid Lands, Hereditaments and Premiſſes

In Default of ſuch Iſſue, Truſtees (by Mortgage, &c.) to raiſe 6000 l. (in Caſe the ſame ſhall not be otherwiſe paid by the Father, or ſuch Part as ſhall not be otherwiſe paid by him) for the Portion of his Daughter, &c.

hereby granted and releaſed, and all his, her and their Eſtate, Right and Intereſt therein or thereto, ſubject to and charged with the ſaid 6000 *l.* or ſo much thereof as ſhall not be paid, given or provided by the ſaid *A. B.* to the right Heirs or Aſſigns of him the ſaid *A. B.* and in Caſe ſuch Daughter ſhall not be married, or live to attain ſuch Age as aforeſaid, or in Caſe the ſaid *A. B.* ſhall not otherwiſe raiſe, pay or provide the ſaid whole Sum of 6000 *l.* for the Portion or Portions of ſuch Daughter as aforeſaid; *Then upon this further Truſt*, that the ſaid *J. M.* and *Q. D.* or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, ſhall ſtand ſeiſed of all the ſaid Lands, Hereditaments and Premiſſes hereby granted and releaſed, or intended ſo to be, *In Truſt* for the right Heirs and Aſſigns of the ſaid *A. B.* *Provided* always, that it ſhall and may be lawful to and for the ſaid *A. B.* at any Time during his natural Life, and after his Death, unto and for the ſaid *J. M.* and *Q. D.* and the Survivor of them, by and with the Conſent of any of the ſaid Sons or Heirs Male of the Body of ſuch Sons to whom the ſaid Lands, Hereditaments and Premiſſes, and every Part thereof reſpectively, ſhall of Right belong, according to the Tenor and true Meaning of theſe Preſents, to make or let any Leaſe or Leaſes of the ſame Lands, Hereditaments and Premiſſes, or any Part or Parts thereof, for any Number of Years not exceeding twenty-one Years; ſo as ſuch Leaſe or Leaſes be not made without Impeachment of Waſte, and ſo as in and by ſuch Leaſe or Leaſes, and every of them, there be reſerved and made payable, with a Covenant for Payment thereof, the utmoſt improved Rent that can be gotten for the Lands and Premiſſes thereby reſpectively leaſed, without taking any Fine or Income, and ſo as the Leſſee or Leſſees in ſuch Leaſe or Leaſes, and every of them, do duly execute a Counterpart or Counterparts of ſuch Leaſe or Leaſes, and of every of them reſpectively. *And this Indenture further witneſſeth*, That the ſaid *South-Sea* Annuity Stock ſo transferred to the ſaid *E. F.* and *G. H.* as aforeſaid, is upon the Truſts following, (that is to ſay) *In Truſt* that they the ſaid *E. F.* and *G. H.* and the Survivor of them, his Executors and Adminiſtrators, do and ſhall, by and with the Conſent of the ſaid *A. B.* (during his Life) but after his Death, at the Diſcretion of the ſaid *E. F.* and *G. H.* and the Survivor of them, his Executors or Adminiſtrators, as ſoon as a convenient

Power to let Leaſes.

The Truſtees to ſell the South-Sea Annuity Stock, or ſo much thereof as ſhall be neceſſary, and diſpoſe of the Monies ariſing by Sale in the Purchaſe of Lands of the yearly Value of 30 l. to be ſettled to the Uſes before mentioned.

Purchaſe can be had, ſell and diſpoſe of the ſaid 940 *l.* *South-Sea* Annuity Stock, or ſo much thereof as ſhall be neceſſary, and diſpoſe of the Monies ariſing by ſuch Sale in the Purchaſe of Freehold or Copyhold Meſſuages, Farms, Lands and Hereditaments of Inheritance, of the yearly Value of 30 *l.* beyond all Reprizes, of a clear and good Title, ſuch as Counſel learned in the Law ſhall adviſe and approve of; and that the ſame Meſſuages, Farms, Lands and Hereditaments ſo to be purchaſed, with the Money ariſing by the Sale of the ſaid 940 *l.* *South-Sea* Annuity Stock, or ſo much thereof as ſhall be neceſſary, ſhall on the Purchaſe or Purchaſes thereof, or forthwith after, be aſſured, ſettled and conveyed, to the Uſes, and upon the ſeveral Truſts herein before mentioned and declared concerning the ſaid Meſſuages or Tenements, and other the Lands, Hereditaments and Premiſſes, by theſe Preſents granted and releaſed, or as near as the Death of Parties, Circumſtance of Things, and the Law, will permit: *And upon this further Truſt*, that the Surplus of the ſaid *South-Sea* Annuity Stock (if any ſhall be) that ſhall remain after the ſaid Purchaſe of the ſaid 30 *l.* a Year, ſhall be made as aforeſaid, and after deducting the Truſtees Charges, ſhall be by the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators, transferred or paid to the ſaid *A. B.* his Executors or Adminiſtrators, or as he or they ſhall direct, to and for his and their own proper Uſe and Benefit: *And* it is hereby provided, declared and agreed, by and between all the ſaid Parties to theſe Preſents, that until ſuch Purchaſe can be ſo had and made as aforeſaid, the ſaid *E. F.* and *G. H.* and the Survivor of them, his Executors and Adminiſtrators, do and ſhall receive and take the Proceed, Dividend, Intereſt or Profit of the ſaid 940 *l.* *South-Sea* Annuity Stock, as the ſame ſhall from Time to Time grow due and payable, and pay and diſpoſe of the ſame, and every Part thereof, unto or for the Benefit of (or permit ſuch Intereſt, Dividend or Profit, to be received, had and taken by) ſuch Perſon or Perſons as the Rents and Profits of the ſaid Lands and Hereditaments ſo to be purchaſed from Time to Time would go to and belong, by Virtue of the Limitations and Truſts thereof in Caſe the ſame were purchaſed, and ſo conveyed and ſettled as afore is mentioned, declared and agreed on: *And further*, that in Caſe the ſaid 940 *l.* *South-Sea* Annuity

The Surplus of the South-Sea Annuity Stock that ſhall remain after the Purchaſe of the 30 l. a Year, &c. ſhall be paid to the Father.

Until ſuch Purchaſe can be had, the Truſtees to receive the Intereſt thereof, and pay the ſame for the Benefit of ſuch Perſon as the Rents of the Lands ſo to be purchaſed would go to.

If the South-Sea Annuity Stock ſhall be paid in, or the Truſtees ſhall ſell the ſame before ſuch Purchaſe can be made, then they ſhall lend out the ſame again, &c.

Stock, or any Part thereof, ſhall be paid in, or the ſaid *A. B.* ſhall requeſt and deſire the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators, to ſell and diſpoſe of the ſame, and the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators, ſhall ſo ſell and diſpoſe of the ſame before ſuch Purchaſe can be made, that then and in either of the ſaid Caſes the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators, do and ſhall lend out and diſpoſe of the ſame again, (or ſuch Part thereof as ſhall be ſo paid in or ſold as aforeſaid) upon ſuch good Security, or in the Purchaſe of ſuch Parliamentary Funds, Stock or Stocks, or otherwiſe, as ſhall be approved of by the ſaid *A. B.* if living; and if dead, as ſhall be approved of by the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators; all which Intereſt, Dividends and Profit, from Time to Time, ſhall be diſpoſed of and paid in Manner as aforeſaid, and all ſuch Securities, ſo as aforeſaid from Time to Time to be taken, or Purchaſes made, ſhall be to and for ſuch Uſes, and upon ſuch Truſts as aforeſaid, and no others. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *J. M.* and *Q. D.* their Heirs and Aſſigns, by theſe Preſents, in Manner and Form following, that is to ſay, That for and notwithſtanding any Act, Matter or Thing heretofore by the ſaid *A. B.* or his Anceſtors done, or wittingly or willingly ſuffered to the contrary, he the ſaid *A. B.* at the Time of the Sealing and Delivery of theſe Preſents, is and ſtandeth lawfully and rightfully ſeiſed of and in the ſaid Meſſuages, Lands, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned or intended ſo to be, with their and every of their Appurtenances, of and in a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, without any Manner of Condition, Contingent, Proviſo, Power of Limitation of Uſe or Uſes, or other Reſtraint, Matter or Thing whatſoever, to defeat, alter, charge, change or determine the ſame; *And* that he the ſaid *A. B.* for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, hath in himſelf good Right, full Power, lawful and abſolute Authority to grant, bargain, ſell and releaſe the ſaid Meſſuages, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid *J. M.* and *Q. D.* their Heirs and Aſſigns, in Manner and to and for the Uſes aforeſaid, and according to the true

The Father covenants that, notwithſtanding any Act by him or his Anceſtors done, he is lawfully ſeiſed.

Power to grant.

For quiet Enjoyment.

Intent and Meaning of theſe Preſents; *And* that all Perſon and Perſons who ſhall or may from Time to Time be intitled to the ſaid Meſſuages, Lands, Hereditaments and Premiſſes hereby conveyed as aforeſaid, or any Part thereof, or to enjoy the ſame, or any Part thereof, or to receive the Rents, Iſſues and Profits thereof, or of any Part thereof, by Virtue of theſe Preſents, or according to the Tenor and true Meaning hereof, ſhall and may from Time to Time, and at all Times hereafter, according to their reſpective Eſtates, Right and Intereſt of and in the ſame Meſſuages, Lands, Hereditaments and Premiſſes, and every or any Part or Parts thereof, by Virtue of theſe Preſents, or according to the Tenor and true Meaning hereof, lawfully, peaceably and quietly have, hold, poſſeſs and enjoy all and ſingular the ſaid Meſſuages, Lands, Hereditaments and Premiſſes hereby conveyed as aforeſaid, with their and every of their Appurtenances, and receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to their own reſpective Uſe and Uſes, without any lawful Let, Suit, Trouble, Eviction, or other Moleſtation, from or by the ſaid *A. B.* his Heirs or Aſſigns, or any of his Anceſtors, or any other Perſon or Perſons lawfully claiming, or to claim, by, from or under him, them, or any of them; *And* that free and clear, and freely and clearly acquitted, freed and diſcharged, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Jointures, Dowers, Uſes, Wills, Entails, Rent and Arrears of Rent, Statutes, Judgments, Recognizances, Titles, Troubles, Charges and Incumbrances whatſoever had, made, committed, done or ſuffered by the ſaid *A. B.* or any of his Anceſtors, (except ſuch Leaſes as are made of the ſaid Premiſſes at Rack-Rents): *And moreover*, that he the ſaid *A. B.* and his Heirs, and all and every other Perſon and Perſons having or lawfully claiming any Eſtate, Right, Title, Truſt or Intereſt, of, in, to or out of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes hereby granted and releaſed, or mentioned or intended ſo to be, or any Part thereof, by, from, under or in Truſt for him the ſaid *A. B.* other than and except the ſaid Leſſees and their Aſſigns, in reſpect only of the ſaid Leaſes before excepted, ſhall and will from Time to Time, and at all Times hereafter, upon the reaſonable Requeſt of the ſaid *J. M.* and *Q. D.* their Heirs or Aſſigns, but at the proper Coſts and Charges in the Law of the ſaid *A. B.* his Heirs and Aſſigns, make, do, acknowledge, levy, ſuffer and

Free from Incumbrances.

For further Aſſurance.

and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Devices, Conveyances and Aſſurances in the Law whatſoever, for the further, better, more perfect and abſolute Conveying, Aſſuring and Confirming of the ſaid Meſſuages, Lands, Hereditaments and Premiſſes hereby granted and releaſed, with their and every of their Appurtenances, unto the ſaid *J. M.* and *Q. D.* their Heirs and Aſſigns, to and for the Uſes, and upon the Truſts and Confidences herein before mentioned, expreſſed and declared of and concerning the ſame, be the ſame by Fine or Fines, Feoffment or Feoffments, Recovery or Recoveries, or any other Matter of Record, or otherwiſe howſoever, as by the ſaid *J. M.* and *Q. D.* their Heirs or Aſſigns, or their or any of their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required; ſo as ſuch further Aſſurances contain in them no further or other Covenants or Warranty than againſt the Perſon or Perſons who ſhall be required to make and execute the ſame, and his, her and their Heirs, Acts and Deeds reſpectively; and ſo as the Perſon or Perſons who ſhall be required to make and execute the ſame, be not compelled or compellable to travel or go above the Space of ten Miles from the Place of his, her or their reſpective Abode, for the making or doing thereof. *And further*, that the ſaid Meſſuages, Lands, Hereditaments and Premiſſes hereby conveyed, now are of the clear yearly Value of 70 *l.* above all Charges and Reprizes, or other Outgoings whatſoever (Parliamentary Taxes only excepted); *And* that the Meſſuages, Farms, Lands and Hereditaments, by the ſaid recited Indenture quadripartite of Releaſe conveyed, with the Copyhold Meſſuages, Lands and Hereditaments therein agreed to be ſurrendered, together with the ſaid Meſſuages, Lands, Hereditaments and Premiſſes hereby conveyed, and the 30 *l. per Ann.* ſo intended to be purchaſed as aforeſaid, will in the Whole be and make up an Eſtate of the clear yearly Value of 700 *l.* above all Reprizes (Parliamentary Taxes only excepted). *And laſtly*, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid *E. F.* and *G. H. J. M.* and *Q. D.* and the Survivors and Survivor of them, his Heirs, Executors and Adminiſtrators, ſhall not be chargeable with or accountable for any Sum or Sums or Monies,

That the Lands hereby conveyed are of the yearly Value of 70 l.

The Lands by the Settlement conveyed, with the Copyhold therein, agreed to be ſurrendered, together with the Lands hereby conveyed, and the 30 l. per Ann. intended to be purchaſed, will make up an Eſtate of the yearly Value of 700 l.

Truſtees not to be chargeable, &c.

other than ſuch as they, or any of them, ſhall reſpectively and actually receive, and no more; nor one of them with the Receipts or Acts of the other, but each and every of them with his own Act and Receipt only, and no more; and that they ſhall and may be ſaved harmleſs and indemnified, and deduct to themſelves out of the ſaid Truſt-Monies, and the Intereſt and Profits thereof, all ſuch Coſts, Charges, Damages and Expences, as they, or any of them, ſhall or may bear, ſuſtain, or be put unto, for or by Reaſon of the ſaid Truſts herein before declared, or the Execution, or the Management thereof, or any ways touching or concerning the ſame: *And* if any Sum or Sums of Money ſo to be laid out in a Purchaſe or Purchaſes as aforeſaid, or to be lent out at Intereſt, or other Profit, with ſuch Approbation and Conſent as aforeſaid, ſhall happen to be loſt, that in ſuch Caſe the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrrtors, ſhall not be liable to or chargeable with ſuch Loſs; but ſuch Sum or Sums of Money which ſhall or may ſo happen to be loſt as aforeſaid, ſhall be a Loſs to the Perſon or Perſons for whom the ſaid *E. F.* and *G. H.* or the Survivor of them, his Executors or Adminiſtrators, is, are or ſhall be intruſted, or for whoſe Benefit the ſaid Monies are or ſhall be ſo laid out or ſecured as afore is mentioned. *In Witneſs*, &c.

**S.**

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## *A Settlement, by Leaſe and Releaſe, of Eſtates purchaſed by Truſtees, with Money bequeathed them, to be laid out in purchaſing of Lands, to be ſettled in Purſuance of a Will and Codicil, and a Decree of the Court of Chancery.*

THIS *Indenture*, made, *&c.* between *A. B.* of, *&c.* and *B. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* only Son of *R. D.* late of, *&c.* deceaſed, who was Nephew of *S. D.* late of, *&c.* of the other Part. *Whereas J. D.* Relict of the ſaid *S. D.* being in her Life-time ſeiſed of an Eſtate of Inheritance in Fee-ſimple, of the Meſſuages, Lands and Hereditaments in *E.* in the County of *S.* herein after mentioned to be hereby releaſed, and being alſo poſſeſſed of a conſiderable perſonal Eſtate, did duly make and publiſh her laſt Will and Teſtament

Recital of *J. D.'s* Will.

Teſtament in Writing, bearing Date, *&c.* and did thereby bequeath unto the ſaid *A. B.* *J. W.* Eſq; *T. G.* Gent. the ſaid *B. B.* and *H. H.* of, *&c.* her Executors, the Sum of 30000 *l.* to be laid out in purchaſing of Freehold Manors, Lands, Tenements or Hereditaments, in their Names, to be ſettled to ſuch Uſes as are thereby directed concerning the ſame; and deviſed to the ſame Truſtees and their Heirs, all her Meſſuages, Lands, Tenements, Woods and Hereditaments in *E.* in the ſaid County of *S.* and in *H.* in the ſaid County of *B.* or elſewhere in the ſaid Counties, or either of them, *In Truſt* alſo to ſettle the ſame to ſuch Uſes as are thereby directed concerning the ſame; and appointed the ſaid Truſtees her Executors, and gave to them the Reſidue of her perſonal Eſtate, (after Debts, Funeral Expences and Legacies) *In Truſt* to lay out the ſame in purchaſing Freehold Manors, Meſſuages, Lands, Tenements and Hereditaments, in their own Names, or in the Names of the Survivor, and to ſettle the ſame to ſuch Uſes as the Lands and Hereditaments to be purchaſed with the ſaid 30000 *l.* were thereby directed to be ſettled; *And* afterwards duly made and publiſhed a Codicil, bearing Date, *&c.* whereby ſhe directed her ſaid Truſtees and Executors to ſettle the Freehold Manors, Lands, Tenements and Hereditaments directed to be purchaſed with the ſaid Sum of 30000 *l.* to the following Uſes, *viz.* To the Uſe of the ſaid *C. D.* by the Name of *C. D.* Son of the ſaid *R. D.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte; and from and after his Deceaſe, *To* the Uſe of the firſt and all and every other the Son and Sons of the Body of the ſaid *C. D.* lawfully to be begotten, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Son and Sons iſſuing; and for Default of ſuch Iſſue, *To* the Uſe of *E. D.* and *M. D.* Daughters of the ſaid *R. D.* and the ſeveral Heirs of the Body and Bodies of the ſaid *E.* and *M. D.* lawfully iſſuing, to take as Tenants in Common, and not as Joint-tenants; and for Default of ſuch Iſſue, *To* the Uſe of *E. D.* Daughter of *L. D.* one of her ſaid late Huſband's Brothers, and the Heirs of her Body lawfully to be begotten; and for Default of ſuch Iſſue, *To* the Uſe of all and every the Iſſue which ſhould be then living of *M. L.* *E. T.* *M. B.* and *E. H.* Siſters of the ſaid *S. D.* and to their Heirs and Aſſigns for ever, to take as Tenants in Common, and not as Joint-tenants, with proper Limitations for ſupporting contingent Remainders, a Power of the ſaid *C. D.* to make

Codicil.

a Jointure not exceeding 400 *l. per Annum*, and Powers for making Leaſes, as by Counſel learned in the Law ſhould be adviſed; and thereby declared her Will and Mind to be, that the ſaid Manors and Premiſſes to be ſettled and conveyed as aforeſaid, in ſuch Settlement and Conveyance, ſhould be expreſly under this Limitation or Condition, (that is to ſay) That ſuch Perſon or Perſons that ſhould marry the Daughter or Daughters of the ſaid *C. D.* or ſhould marry the ſaid *L. D.* and *M. D.* or the ſaid *E. D.* Daughter of the ſaid *L. D.* or any of the Iſſue Female of any of the Daughters of the ſaid *C. D.* or of the ſaid *E. M.* or *E. D.* and to whom Eſtate or Intereſt of or in any of the ſaid Manors and Premiſſes, ſo to be purchaſed as aforeſaid, ſhould come and veſt in Poſſeſſion by Virtue of her Will, ſhould, from and after the Space of three Months next after ſuch Eſtate or Intereſt ſhould ſo come in Poſſeſſion reſpectively, upon his and their reſpective Marriage or Marriages, take upon him or them reſpectively the Surname of *D.* in Addition to, but prepoſed before the Surname or Surnames of ſuch Huſband or Huſbands reſpectively; and that the reſpective Huſband or Huſbands of any of the Daughters of the ſaid *C. D.* or of the ſaid *E. M.* or *E. D.* or of any of the Heirs Female of any of their Bodies who ſhould be in Poſſeſſion as aforeſaid, ſhould for ever uſe, and in all Deeds and Writings ſubſcribed by him or them reſpectively, write his and their Surnames, with the Addition of the Name *D.* prepoſed as aforeſaid, to their reſpective Surname or Surnames, and on all Occaſions wherein ſuch Husband or Huſbands ſhould uſe any Coat, Eſcutcheon, Seal or Atchievement of Arms, ſhould make uſe of the Arms which were born by the ſaid *S. D.* which is thus blazoned, *viz.* Argent, *&c.* and with this Motto —— and ſo that if the ſame Arms be born or uſed quarterly, or in any Eſcutcheon compounded with any Coat or Coats of Arms, that then the ſaid Coat or Arms of *D.* be placed in the firſt Quarter or Place of Preheminence; and in Default thereof, that the Eſtate of ſuch Perſon or Perſons, or their Iſſue, (whoſe Huſband or Huſbands ſhould make Default) ſhould ceaſe and determine in the Premiſſes, as if ſuch Perſon or Perſons, or ſuch their Iſſue, was or were really dead; and that in ſuch Caſe the Premiſſes ſhould be immediately veſted in the next in Remainder; and thereby directed, that the Lands and Hereditaments to be purchaſed, with the Reſidue of her perſonal Eſtate, ſhould be ſettled to the Uſes, and under the ſame

Decree in Chancery.

Limitations and Conditions, as ſhe had before declared concerning the Lands and Hereditaments to be purchaſed with the ſaid Sum of 30000 *l.* and ſhe revoked her Deviſes of the Premiſſes in the Counties of *S.* and *B.* and deviſed the ſame to the ſaid Truſtees and their Heirs, *In Truſt* that they ſhould ſettle the laſt mentioned Premiſſes to the ſame Uſes, Intents and Purpoſes, and ſubject to ſuch Limitations and Conditions, as ſhe had therein before directed the Premiſſes to be purchaſed with the ſaid Sum of 30000 *l.* ſhould be ſettled, as in and by the ſaid Will and Codicil now remaining in the Prerogative Court of *Canterbury*, Relation being thereunto had, may more at large appear. *And whereas* by a Decree of the High Court of Chancery made the ſecond Day of, *&c.* in a Cauſe there depending, wherein the ſaid *C. D. E. D.* and *M. D.* Infants, Children of the ſaid *R. D.* by *F. C.* Eſq; their *Prochien Amy*, and the ſaid *E. D.* an Infant, Daughter of the ſaid *L. D.* deceaſed, by *E. D.* her Mother and *Prochien Amy*, are named Plaintiffs, and the ſaid *A. B. J. W. T. G. B. B.* and *H. H.* and *F. W.* Spinſter, are named Defendants, it was declared that the ſaid Will and Codicil of the ſaid *J. D.* were well proved; *And* it was, amongſt other Things, ordered and agreed, that out of the ſaid Teſtatrix's perſonal Eſtate, the Sum of 30000 *l.* ſhould be laid out in one or more Purchaſe or Purchaſes of Lands, Tenements and Hereditaments to be approved of by —— one of the Maſters of that Court, and taken in the Names of the Defendants the Truſtees, and that ſuch Eſtates when purchaſed, together with other Eſtates therein mentioned, ſhould remain to the Defendants the Truſtees, until the Plaintiff *C. D.* ſhould attain his Age of twenty-one Years, with Power for the Defendants the Truſtees, by the Approbation of the ſaid Maſter, to make Leaſes for any Term not exceeding twenty-one Years, at the improved Rent; and when the Plaintiff *C. D.* ſhould attain his Age of twenty-one Yeats, then the Eſtate therein mentioned, and alſo the Eſtate to be purchaſed with the ſaid 30000 *l.* were to be conveyed to the Uſes in the ſaid Codicil, with proper Limitations to preſerve the Contingent Remainders; *And* it was at the ſame Time declared by the Court, that the Contingency of Failure of Iſſue Male of the Plaintiff *C. D.* does not extend to his Daughters; and therefore the Limitations are to be made without that; and the ſaid Maſter was to ſettle the ſaid Conveyances, as by the ſaid Decree remaining as of Record in the ſaid Court may appear: *And whereas* the ſaid *A. B.* on Behalf of himſelf, and the ſaid other Executors and Truſtees of the ſaid *J. D.* did ſome Time ſince enter into a Treaty with *R. W.* of, *&c.* eldeſt Son and Heir of *R. W.* late of, *&c.* deceaſed, for purchaſing of him the ſaid *R. W.* the Son, *All* that his Moiety of the Manor of *C.* and of the Meſſuages, Lands, Tenements and Hereditaments thereunto belonging, herein after particularly named and mentioned, lying and being in *U.* in the County of *M.* ſuch Moiety being of the yearly Value of —— or thereabouts; *And* the ſaid *A. B.* came to an Agreement with the ſaid *R. W.* the Son, to pay for ſuch Purchaſe the Sum of 13104 *l.* which Purchaſe and the ſaid Agreement for the ſame, were laid before the ſaid Maſter —— who by his Report, dated the fourth Day of, *&c.* approved thereof, and by an Order of the ſaid High Court of Chancery made in the ſaid Cauſe the 14th Day of, *&c.* the ſaid Report was abſolutely confirmed, and the ſaid Purchaſe allowed and approved of, as by the ſaid Orders duly entred, and the ſaid Report duly filed in the Report-Office, and the Proceedings in the ſaid Cauſe now remaining as of Record in the ſaid Court of Chancery, Relation being thereunto had, may more at large appear: *And whereas* by Indentures of Leaſe and Releaſe, and Bargain and Sale duly inrolled, bearing Date reſpectively, the Leaſe the twenty-eighth, and the Releaſe and Bargain and Sale the twenty-ninth Days of *April*, which was the Year of our Lord, *&c.* and expreſſed to be made between the ſaid *R. W.* the Son, of the one Part, and the ſaid *A. B. J. W. T. G. B. B.* and *H. H.* of the other Part, for and in Conſideration of the ſaid Sum of 13104 *l.* (being Part of the ſaid Sum of 30000 *l.* by the Will of the ſaid *J. D.* directed to be laid out in a Purchaſe or Purchaſes on the Truſts in the ſaid Will mentioned) to the ſaid *R. W.* the Son in Hand paid by the ſaid *A. B. J. W. T. G. B. B.* and *H. H.* he the ſaid *R. W.* did convey and aſſure to them the ſaid *A. B. J. W. T. G. B. B.* and *H. H.* and their Heirs, *All* that full Moiety or Half-Part of the ſaid Manor or Lordſhip of *C.* with the Rights, Members and Appurtenances thereof in the ſaid County of *M.* and of *All* that Meſſuage, *&c.* *To hold* the ſame unto and to the Uſe of them the ſaid *A. B. J. W. T. G. B. B.* and *H. H.* and of their Heirs and Aſſigns, for ever; *In Truſt*, that they and the Survivors and Survivor of them, and the Heirs of ſuch Survivor, ſhould, by ſuch Means as Counſel ſhould adviſe, ſettle, convey and aſſure all and

Recital that *A. B.* did enter into a Treaty for purchaſing of Lands, &c.

And came to an Agreement to pay for ſuch Purchaſe 13104 l. which Purchaſe and Agreement were laid before the Maſter, who by his Report approved thereof.

That by Leaſe and Releaſe, and Bargain and Sale inrolled, the Lands were conveyed to Truſtees.

and ſingular the thereby granted and releaſed, or mentioned to be granted and releaſed Premiſſes, with the Appurtenances, and pay, apply and diſpoſe of the Rents, Iſſues and Profits thereof unto and for the Benefit of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Manner, as in and by the ſaid Laſt Will and Codicil of the ſaid *J. D.* and the ſaid Decree of the ſaid High Court of Chancery is directed, limited and appointed of, for, touching and concerning Lands and Hereditaments to be purchaſed with the ſaid Sum of 30000 *l.* or any Part thereof, and to and for no other Uſe or Uſes, Intents or Purpoſes whatſoever, as in and by the ſaid in Part recited Indentures, Relation being thereunto had, may more at large appear: *And whereas* the ſaid *J. W. T. G.* and *H. H.* are all ſince dead, and thereby the ſaid Meſſuages, Lands and Hereditaments in the ſaid County of *S.* deviſed to the ſaid *A. B. J. W. T. G. B. B.* and *H. H.* and their Heirs as aforeſaid, and the ſaid Moiety of the ſaid Meſſuages, Lands and Hereditaments in the ſaid County of *M.* did become veſted in the ſaid *A. B.* and *B. B.* by Right of Survivorſhip: *And whereas* the *A. B.* and *B. B.* have ſince contracted with *R. L.* Eſquire, *T. L.* Gent. and *C. C.* Eſquire, for the Purchaſe of the Manor of *S.* and the Meſſuages, Lands and Hereditaments, lying and being at or near *S.* in the County of *B.* and *S.* in the County of *W.* herein after more particularly mentioned, for the Price or Sum of 20770 *l.* *And whereas* the ſaid Maſter —— by his Report, dated the twelfth Day of, *&c.* and made in Purſuance of the ſaid in Part recited Decree, approved the ſaid Purchaſe, which Report was, by an Order of the ſaid Court of Chancery made in the ſaid Cauſe the twentieth Day of, *&c.* abſolutely confirmed: *And whereas* by Indentures of Leaſe and Releaſe, and Bargain and Sale duly inrolled, bearing Date reſpectively the twenty-fifth and twenty-ſixth Days of, *&c.* the ſaid Releaſe being quinquepartite, and expreſſed to be made between the ſaid *R. L. T. L.* and *C. C.* of the firſt Part, *T. P.* of, *&c.* of the ſecond Part, *G. P.* of, *&c.* of the third Part, the ſaid *C. D.* of the fourth Part, and the ſaid *A. B.* and *B. B.* of the fifth Part, and by a Fine *ſur Conuzance de droit come ceo, &c.* ſince levied, purſuant thereto, reciting in the ſaid Indenture of Releaſe, among other Things, the Will of the ſaid *T. P.* deceaſed, and an Act of Parliament made in the —— Year of the Reign of his preſent Majeſty, intitled *An Act for the Sale of the Manor and Capital Meſſuage of* S. *&c.*

That three of the Truſtees are dead, and thereby the Premiſſes became veſted in *A. B.* and *B. B.* by Survivorſhip.

*A. B.* and *B. B.* have ſince contracted for the Purchaſe of the Manor of, *S.* &c.

The Maſter by his Report approved the ſaid Purchaſe, which Report was confirmed.

By Leaſe and Releaſe, Bargain and Sale, and Fine, the Manor of *S.* &c. were conveyed to *A. B.* and *B. B.*

*&c.* and reciting the laſt mentioned Contract, for and in Conſideration of the ſaid Sum of 20770 *l.* of good and lawful Money of *Great Britain* to the ſaid *R. L. T. L.* and *C. C.* by the ſaid *A. B.* and *B. B.* in Hand paid, they the ſaid *R. L. T. L.* and *C. C.* by and with the Conſent and Approbation of the ſaid *T. P.* Party to the ſame Indentures, and alſo the ſame *T. P.* and *G. P.* Party thereto, and each of them, did convey and aſſure to the ſaid *A. B.* and *B. B.* and their Heirs, *All* that the Manor or Lordſhip of *S.* with the Rights, Members and Appurtenances thereof in the ſaid County of *B. And* all that the Capital Meſſuage, *&c. To hold* the ſame unto them the ſaid *A. B.* and *B. B.* and their Heirs, *To the Uſe* and Behoof of them the ſaid *A. B.* and *B. B.* their Heirs and Aſſigns for ever. *And* the ſaid *A. B.* and *B. B.* by the ſaid Indenture of Releaſe, did declare that the ſaid Sum of 20770 *l.* Purchaſe Money, mentioned to be the Conſideration of that Indenture, was Part of the ſaid Sum of 30000 *l.* mentioned in the Will of the ſaid *J. D.* and of the Reſidue of her perſonal Eſtate, and that the Manor and Premiſſes thereby purchaſed, were ſubject to the Truſt in her Will, as in and by the ſaid ſeveral laſt recited Indentures, and the ſaid Fine remaining on Record, Relation being thereunto reſpectively had, may more at large appear. *And whereas* it cannot be found, that the ſaid *J. D.* was at the Time of her Death ſeiſed of, or intitled to any Lands or Hereditaments in *H.* aforeſaid, or elſewhere in the ſaid County of *B.* for any greater Eſtate than her own Life, or that ſhe had Power to diſpoſe thereof by her Will: *Now this Indenture witneſſeth,* that as well in Performance of the ſaid Will of the ſaid *J. D.* and in Purſuance of the ſaid in Part recited Decree, as for and in Conſideration of 5 *s.* of lawful Money of *Great Britain,* by the ſaid *C. D.* to the ſaid *A. B.* and *B. B.* in Hand well and truly paid, at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, they the ſaid *A. B.* and *B. B. Have,* and each of them *Hath,* granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents *Do,* and each of them *Doth* grant, bargain, ſell, releaſe and confirm unto the ſaid *C. D.* (in his actual Poſſeſſion now being by Virtue of a Bargain and Sale, *&c.* and by Force of the Statute made for transferring of Uſes into Poſſeſſion) and to his Heirs, *All* that Meſſuage or Tenement, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof; and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Claim and Demand whatſoever of them the ſaid *A. B.* and

*A. B.* and *B. B.* did declare that the Purchaſe Money was Part of the 30000 l. mentioned in the Will of *J. D.* and that the Premiſſes were ſubject to the Truſt in her Will.

It cannot be found that *J. D.* was at her Death ſeiſed of any Lands, &c. for any greater Eſtate than her Life.

Conſideration.

Grant.

Habendum.

To C. D. for Life, ſans Waſte.

Remainder to the firſt and other Sons of C. D. in Tail Male.

Remainder to *E. D.* and *M. D.* Daughters of *R. D.* to take as Tenants in common.

Remainder to *E. D.* Daughter of *L. D.*

*B. B.* or either of them, of, in, to or out of the ſame Premiſſes mentioned to be hereby releaſed, every or any Part thereof; *To have and to hold* the ſaid Manor, Meſſuages, Lands, Tenements and Hereditaments, and the ſaid Moiety mentioned to be hereby releaſed, of the Manor, Meſſuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, unto the ſaid *C. D.* his Heirs and Aſſigns, *To* and for the ſeveral Uſes, Intents and Purpoſes, and under and ſubject to the ſeveral Proviſoes and Limitations herein after declared or expreſſed concerning the ſame, (that is to ſay) *To the Uſe* and Behoof of him the ſaid *C. D.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate by Forfeiture or otherwiſe, in his Life-time, *To the Uſe* and Behoof the ſaid *A. B.* and *B. B.* and their Heirs, during the natural Life of the ſaid *C. D.* in Truſt to preſerve the contingent Uſes and Remainders thereof herein after limited, from being defeated or deſtroyed; and for that Purpoſe to make Entries and bring Actions as Occaſion ſhall require; but nevertheleſs to permit and ſuffer the ſaid *C. D.* and his Aſſigns, during his Life, to receive and take the Rents, Iſſues and Profits thereof, to his and their own Uſe; and from and after the Deceaſe of the ſaid *C. D.* *To the Uſe* and Behoof of the firſt Son of the Body of the ſaid *C. D.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſecond, third, fourth, fifth, ſixth, ſeventh, and all and every other the Son and Sons of the Body of the ſaid *C. D.* lawfully begotten, or to be begotten, ſeverally, ſucceſſively and reſpectively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body being always preferred and to take before the Younger of ſuch Sons and the Heirs Male of his and their Body and Bodies; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſaid *E. D.* and *M. D.* Daughters of the ſaid *R. D.* to take as Tenants in Common, and not as Jointenants, and the ſeveral Heirs of the Body and Bodies of the ſaid *E.* and *M. D.* layfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſaid *E. D.* Daughter of the ſaid *L. D.* and of the Heirs of the Body of the ſame *E. D.* lawfully begotten, or to be begotten; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of all and every the Iſſue which ſhall be then living of the ſaid *M. L. E. T. M. B.* and *E. H.* and their Heirs and Aſſigns for ever, to take as Tenants in common, and not as Jointenants. *Provided* always, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, that the Eſtates herein before limited to the ſaid *E. D.* and *M. D.* the Daughters of the ſaid *R. D.* and to the ſaid *E. D.* Daughter of the ſaid *L. D.* are ſo to them limited, under and ſubject to the Limitations or Conditions by the ſaid recited Codicil directed, and herein before recited or mentioned concerning the ſame. *Provided* always, and it is hereby likewiſe declared that) for and notwithſtanding any the Limitations of the Uſe or Uſes herein before contained) it ſhall and may be lawful to and for the ſaid *C. D.* by any his Deed or Deeds to be by him duly executed, or by his Laſt Will and Teſtament in Writing, to be by him duly puliſhed, to limit any of the ſaid Manors, Meſſuages, Lands and Premiſſes mentioned to be hereby releaſed as aforeſaid, not exceeding 400 *l.* in yearly Value, to his preſent Wife, or any other Woman or Women which after her Deceaſe he ſhall happen to marry or take to Wife, either before or after ſuch Marriage, for her Jointure, and in Bar of Dower, during the natural Life only of each ſuch Wife: *Provided alſo*, and it is hereby likewiſe declared that (for and notwithſtanding any Limitation of the Uſe or Uſes aforeſaid) it ſhall and may be lawful to and for the ſaid *C. D.* from Time to Time and at all Times during his Life-Time, by Indenture to demiſe or leaſe all, every or any of the Meſſuages, Lands or Hereditaments mentioned to be hereby releaſed as aforeſaid, to any Perſon or Perſons, for any Term or Number of Years not exceeding twenty-one Years from the making thereof; ſo as upon every ſuch Leaſe reſpectively there ſhall be reſerved and made payable, during the Continuance thereof, to be incident to, and go along with the Reverſion and Remainder of the ſame Premiſſes expectant thereon, the beſt and moſt improved Rent and Rents that can then be reaſonably had or obtained for the ſame, without any Fine or Income, or any other Matter or Thing in the Nature or in Lieu of a Fine or Income, to be taken thereupon, or in Reſpect of the making thereof, and ſo as there be contained therein a Clauſe of Re-entry, in Caſe the Rent and Rents thereupon to be reſerved be behind and unpaid by the Space of twenty-one Days, and a Covenant that the Leſſees

Remainder to *M. L. E. T. M. B.* and *E. H.* in Fee, as Tenants in common.

Declared that the Eſtates limited to *E. D.* and *M. D.* &c. are under the Limitations by the Codicil directed.

Power for *C. D.* by Deed or Will to limit any of the Premiſſes for a Jointure.

Power to let Leaſes.

ſees, or their Aſſigns, ſhall not commit any Waſte; and ſo as the Leſſees do ſeal and deliver Counterparts of ſuch Leaſes reſpectively. *And* the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant and declare to and with the ſaid *C. D.* his Heirs and Aſſigns, that he the ſaid *A. B.* hath not at any Time heretofore done, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or Means whereof the Premiſſes mentioned to be hereby releaſed, or any of them, or any Part thereof, are, is or may be impeached or incumbered in Title, Charge, Eſtate, or otherwiſe. [*The like Covenant from* B. B.] *In Witneſs*, &c.

*A. B.* and *B. B.* covenant that they have not done any Act to incumber.

W.

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## *A Settlement by Leaſe and Releaſe, made by a* Gentleman *upon himſelf and his Son.*

THIS *Indenture*, made, *&c.* between *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* and *E. F.* of, *&c.* of the other Part, *Witneſſeth*, That for and in Conſideration of the natural Love and Affection which he the ſaid *A. B.* hath and beareth towards *N. B.* his Son, and alſo in Conſideration of the Sum of 5 *s.* of lawful Money of *Great Britain*, to the ſaid *A. B.* in Hand paid by the ſaid *C. D.* and *E. F.* at or before the Enſealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations him thereunto moving, he the ſaid *A. B. Hath* granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents *Doth* grant, bargain, ſell, releaſe and confirm unto the ſaid *C. D.* and *E. F.* (in their actual Poſſeſſion of the Manors, Rectory, Advowſons, Farms, Lands, Tenements and Hereditaments herein after mentioned, now being by Virtue of a Bargain and Sale thereof to them made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of theſe Preſents, in Conſideration of 5 *s.* and by Force of the Statute for transferring Uſes into Poſſeſſion) and to their Heirs, *All* that the Manor or Lordſhip of, *&c. To have and to hold* the ſaid Manors, Lordſhips, Rectory, Advowſons, Farms, Lands, Tenements, Hereditaments and Premiſſes, with their and every of their Appurtenances,

Grant.

Habendum.

nances, unto the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns for ever, to and for the ſeveral Uſes, Intents and Purpoſes, and under and ſubject to the Proviſoes, Limitations and Agreements herein after expreſſed and declared, (that is to ſay) *As* for and concerning all the ſaid Manor or Lordſhip of *W.* (other than and except a Meſſuage, or Tenement and Lands there, now in the Poſſeſſion or Occupation of *J. J.* containing about —— Acres, be the ſame more or leſs, and other than and except a Meſſuage or Tenement, and Farm and Lands there, commonly called or known by the Name of the *Great Farm*, now in the Poſſeſſion or Occupation of *T. M.*) *And* as for and concerning the ſaid Rectory or Parſonage Impropriate of *W.* aforeſaid, and the Donation, Patronage and Right of Preſentation to the Vicarage of *W.* aforeſaid, and the ſaid Manors or Lordſhips of *H.* and *Y.* and the Advowſon and Right of Patronage, of, in and to the Pariſh Church of *Y.* aforeſaid, together with their and every of their Rights, Members and Appurtenances, *To the Uſe* and Behoof of the ſaid *A. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; *And* from and after his Deceaſe, *To the Uſe* and Behoof of the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, for and during and unto the full End and Term of 500 Years from thence next enſuing and fully to be compleat and ended, *Upon ſuch Truſts*, and for ſuch Intents and Purpoſes, and under ſuch Proviſoes and Agreements as are herein after expreſſed of and concerning the ſame; *And* from and after the End or other ſooner Determination of the ſaid Term of 500 Years, *To the Uſe* and Behoof of the ſaid *N. B.* Son of the ſaid *A. B.* and the Heirs of the Body of the ſaid *N. B.* lawfully to be begotten; *And* for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever: *And* as for and concerning the ſaid Farm and Lands, with the Appurtenances, called *W. P.* and the aforeſaid excepted Meſſuage, or Tenement and Lands, in the Poſſeſſion of the ſaid *J. J.* and the ſaid excepted Meſſuage or Tenement, and Farm and Lands in *W.* called the *Great Farm*, *To the Uſe* and Behoof of the ſaid *A. B.* for and during and unto the full End and Term of twenty-two Years from henceforth next enſuing and fully to be compleat and ended, if he the ſaid *A. B.* ſhall ſo long live, without Impeachment of or for any Manner of Waſte; *And* from and after the End or other ſooner Determination of the ſaid Term of twenty-two Years, *To the*

Part of the Premiſſes to the Father for Life, ſans Waſte.

Remainder to Truſtees for 500 Years.

Remainder to the Son.

Remainder to the Father.

Other Part of the Premiſſes to the Father for twenty-two Years, if he ſo long live, ſans Waſte.

Remainder to the Son.

*Uſe* and Behoof of the ſaid *N. B.* Son of the ſaid *A. B.* and the Heirs of the Body of the ſaid *N. B.* lawfully to be begotten;

Remainder to the Father.

*And* for Default of ſuch Iſſue, *Then* to the Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever: *And* as for and concerning all that Farm and Lands called *B.* and all that Farm and Lands in *S.* aforeſaid, now in the Poſſeſſion or Occupation of the ſaid *R. F.* and all thoſe Parcels of Land in *S.* aforeſaid, called *W. Cloſe* and *G. Field*, and all that Meſſuage, or Tenement and Mill, and two Acres of Meadow Ground, with the Appurtenances, in *M.* aforeſaid,

The remaining Part of the Premiſſes to Truſtees for twenty-two Years, if the Father ſo long live.

*To the Uſe* and Behoof of the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, for and during and unto the full End and Term of twenty-two Years from henceforth next enſuing and fully to be compleat and ended, if he the ſaid *A. B.* ſhall ſo long live, without Impeachment of or for any Manner of Waſte, *Upon ſuch Truſts*, and for ſuch Intents and Purpoſes, and under ſuch Proviſoes and Agreements, as are herein after expreſſed of and concerning the ſame;

Remainder to the Son.

*And* from and after the End or other ſooner Determination of the ſaid Term of twenty-two Years, *To the Uſe* and Behoof of the ſaid *N. B.* Son of the ſaid *A. B.* and the Heirs of the Body of the ſaid *N. B.* lawfully begotten;

Remainder to the Father.

*And* for Default of ſuch Iſſue, then to the Uſe and Behoof of the ſaid *A. B.* his Heirs and Aſſigns for ever:

The Truſts of the 500 Years declared for the Truſtees to raiſe 6000 l. and pay the ſame to ſuch as the Father ſhall appoint.

*And* as for and concerning the ſaid Term of 500 Years herein before limited to the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them, upon the Truſts, and to the Intents and Purpoſes, and with and under the Proviſoes and Agreements herein after expreſſed and declared, (that is to ſay) Upon Truſt, that they the ſaid *C. D.* and *E. F.* or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, do and ſhall by Sale or Mortgage of the ſaid Manors, Lordſhips, Rectory, Lands, Tenements and Premiſſes, ſo limited to them for the Term of 500 Years as aforeſaid, or of a competent Part thereof, and by and with the Rents and Profits thereof, in the mean Time and until ſuch Sale or Mortgage, raiſe and levy the Sum of 6000 *l.* of lawful Money of *Great Britain*, and pay the ſame to ſuch Perſon or Perſons, as the ſaid *A. B.* by any Writing under his Hand and Seal, to be by him ſubſcribed and ſealed in the Preſence of three or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him ſigned, publiſhed and declared in the Preſence of the like Number of Witneſſes, ſhall direct and appoint: *Provided* always, that if the ſaid *A. B.* ſhall make no ſuch Direction and Appointment as is before mentioned, or if the ſaid *C. D.* and *E. F.* or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall have raiſed and levied the ſaid Sum of 6000 *l.* or ſo much of the ſaid Sum as the ſaid *A. B.* ſhall direct and appoint to be raiſed in Manner aforeſaid, or if the ſaid *N. B.* the Son ſhall die without Iſſue in the Life-time of the ſaid *A. B.* the Father; then and in either of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of 500 Years, or ſo much thereof as ſhall remain undiſpoſed of, ſhall ceaſe, determine and be utterly void; any Thing herein contained to the contrary in any wiſe notwithſtanding. *And* as for and concerning the ſaid Term of twenty-two Years herein before limited to the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, if the ſaid *A. B.* ſhall ſo long live, it is hereby declared by and between the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them as aforeſaid, upon the Truſts, and to the Intents and Purpoſes, and with and under the Proviſoes and Agreements herein after expreſſed and declared, (that is to ſay) Upon Truſt, that they the ſaid *C. D.* and *E. F.* and the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall out of the Rents and Profits of the ſaid Premiſſes herein before limited to them for the Term of twenty-two Years, if the ſaid *A. B.* ſhall ſo long live, pay to the ſaid *N. B.* the Sum of 100 *l.* a Year of lawful Money of *Great Britain*, from the Time that the ſaid *N. B.* ſhall attain to the Age of ſixteen Years to the Time that he ſhall attain to the Age of twenty-one Years, and the Sum of 200 *l.* a Year of lawful Money of *Great Britain*, from the Time that the ſaid *N. B.* ſhall attain to the Age of twenty-one Years to the Time that he ſhall attain to the Age of twenty-five Years, without any Deduction or Abatement for or by Reaſon of any Taxes, Charges or Impoſitions whatſoever; *And* upon this further Truſt, that they the ſaid *C. D.* and *E. F.* and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall pay the whole Rents, Iſſues and Profits of the Premiſſes, to the ſaid *A. B.* and his Aſſigns, till the ſaid *N. B.* ſhall attain to the Age of ſixteen Years, and from and after the Time that the ſaid *N. B.* ſhall attain to the Age of ſixteen Years as aforeſaid, ſhall, during the Reſidue of the ſaid Term of twenty-

The Truſts of the twenty-two Years declared to raiſe and pay 100 l. a Year to the Son, &c.

If the Father or his Son dies before the Son ſhall attain to the Age of twenty-five Years, then the twenty-two Years to ceaſe.

Power for the Father to make Leaſes of the Premiſſes limited to him for Life or for the twenty-two Years.

Power for the Father to leaſe the Premiſſes limited to him for Life (which now or within twenty Years paſt have been letten at old Rents upon Fines) for Lives or Years determinable upon Lives.

twenty-two Years, ſo limited to them as aforeſaid, pay to the ſaid *A. B.* and his Aſſigns, all ſuch Rents, Iſſues and Profits of the Premiſſes, as ſhall be and remain in their Hands after the ſeveral and reſpective Sums and Payments of 100 *l.* a Year and 200 *l.* a Year ſhall be ſatisfied and paid, at the Times and in the Manner above mentioned: *Provided* always, that if the ſaid *A. B.* or the ſaid *N. B.* ſhall depart this Life before he the ſaid *N. B.* ſhall attain to the Age of twenty-five Years, then and in either of the ſaid Caſes, and at all Times from thenceforth, the ſaid Term of twenty-two Years, determinable as aforeſaid, ſhall ceaſe, determine and be utterly void; any Thing herein contained to the contrary notwithſtanding: *Provided* always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *A. B.* during his Life, by Indenture under his Hand and Seal, to leaſe all or any Part of the ſaid Manors, Lordſhips, Lands, Tenements and Hereditaments herein before limited to him for the Term of his natural Life, or for the Term of twenty-two Years, if he ſhall ſo long live, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved the moſt and beſt yearly Rent that can be reaſonably had or obtained for the ſame, without taking any Sum of Money, or any other Thing by way of Fine or Income, for or in reſpect of any ſuch Leaſe or Leaſes; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte; and ſo as there be contained in every ſuch Leaſe a Clauſe of Re-entry for Non-payment of the Rent to be thereby reſerved; and ſo as the reſpective Leſſees to whom ſuch Leaſes ſhall be made do ſeal and deliver Counterparts of ſuch Leaſes: *Provided alſo*, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *A. B.* during his Life, by Indenture under his Hand and Seal, to leaſe all or any Part of the ſaid Manors, Lordſhips, Lands, Tenements and Hereditaments herein before limited to him for the Term of his natural Life (which now are or within the Space of twenty Years laſt paſt have uſually been letten at the old or uſual Rents upon Fines) to any Perſon or Perſons for one, two or three Lives, or for any Term of Years not exceeding ninety-nine Years (determinable on the Death of one, two or three Perſons) in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance of ſuch Leaſe, as much Rent as is now reſerved for the ſame, or more; and ſo as ſuch Leaſe or Leaſes be not made diſpuniſhable of Waſte, and ſo as there be contained in every ſuch Leaſe a Clauſe of Re-entry for Non-payment of the Rent to be thereby reſerved, and ſo as the reſpective Leſſees to whom ſuch Leaſes ſhall be made do ſeal and deliver Counterparts of ſuch Leaſes: ***Provided alſo***, that it ſhall and may be lawful to and for the ſaid *C. D.* and *E. F.* and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, by and with the Conſent of the ſaid *A. B.* by Indenture under their Hands and Seals, to leaſe all or any Part of the Farms, Lands, Tenements and Hereditaments herein before limited to them for the Term of twenty-two Years, if the ſaid *A. B.* ſhall ſo long live, to any Perſon or Perſons, for any Number of Years not exceeding twenty-one Years, in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance of ſuch Leaſe, ſo much Rent as is now reſerved for the ſame, or more; and ſo as ſuch Leaſe or Leaſes be not made diſpuniſhable of Waſte; and ſo as there be contained in every ſuch Leaſe a Clauſe of Re-entry for Non-payment of the Rent to be thereby reſerved; and ſo as the reſpective Leſſees to whom ſuch Leaſes ſhall be made do ſeal and deliver Counterparts of ſuch Leaſes. ***And*** the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *C. D.* and *E. F.* their Heirs and Aſſigns by theſe Preſents, in Manner following, (that is to ſay) That for and notwithſtanding any Act, Matter or Thing committed, or willingly ſuffered by him the ſaid *A. B.* he the ſaid *A. B.* is and ſtands lawfully and rightfully ſeiſed of and in all and every the Manors, Lordſhips, Rectory, Farms, Lands, Tenements, Hereditaments and Premiſſes aforeſaid, of a good, ſure, perfect, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, without any Truſt, Limitation, Condition, Power of Revocation, or any other Reſtraint, Matter or Thing whatſoever, to alter, charge, incumber or make void the ſame. [A. B. *likewiſe covenanted that he had Power to convey; that the Premiſſes ſhould remain to the Uſes herein declared; for quiet Enjoyment, and for further Aſſurance. A Proviſo for the Truſtees not to be anſwerable,* &c.] *In Witneſs,* &c.

Power for the Truſtees, with the Conſent of the Father, to leaſe the Premiſſes limited to them for twenty-two Years, if the Father lives ſo long.

The Father covenants that, notwithſtanding any Act by him committed, he is lawfully ſeiſed.

## *A Settlement by Leaſe and Releaſe, made by a Gentleman upon himſelf, a Woman and two Children.*

Conſidera-tion.

Releaſe.

Habendum.

To the Uſe of the Gentleman for Life, ſans Waſte.

Remainder to Truſtees for 500 Years.

THIS *Indenture Tripartite*, made, *&c.* between *A. B.* of, *&c.* and *E.* the Daughter of, *&c.* (which ſaid *E.* the ſaid *A. B.* after his Intermarriage with *F.* his firſt Wife, actually took to be his Wife, and with whom he now cohabits at his Manſion-houſe at, *&c.* as ſuch) *G. H.* of, *&c.* and *J. K.* of, *&c.* of the firſt Part, *A. B.* and *E. B.* only Children of the ſaid *E.* by the ſaid *A. B.* of the ſecond Part, and *T. P.* and *R. M.* of, *&c.* of the third Part, *Witneſſeth*, That for and in Conſideration of the natural Love and Affection which the ſaid *A. B.* hath and beareth to the ſaid *E.* the Mother, and to the ſaid *A. B.* and *E. B.* her ſaid Children by him, and for making Proviſion for their Support and Maintenance in ſuch Manner as herein after is mentioned, and alſo in Conſideration of 5 *s.* of, *&c.* a-piece to the ſaid *A. B. G. H.* and *J. K.* in Hand paid by the ſaid *T. P.* and *R. M.* at or before the, *&c.* he the ſaid *A. B.* the Father, and (by his Direction and Appointment, teſtified by his being a Party to and Signing and Sealing of theſe Preſents) the ſaid *G. H.* and *J. K.* *Have*, and every of them *Hath* bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents *Do*, and every of them *Doth* bargain, ſell, alien, releaſe and confirm unto the ſaid *T. P.* and *R. M.* (in their actual Poſſeſſion now being, *&c.*) *All* that the Manor of, *&c.* *To have and to hold* the ſaid Manors, Rectory, Lands, and all and ſingular other the Premiſſes hereby releaſed, or mentioned to be releaſed, and every of them, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *T. P.* and *R. M.* their Heirs and Aſſigns, *To* the Uſes, Intents and Purpoſes, and ſubject to the Proviſoes, Limitations, Conditions and Agreements herein after limited, expreſſed and declared, (that is to ſay) *To the Uſe* and Behoof of the ſaid *A. B.* the Father, and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; *And* from and after the Deceaſe of the ſaid *A. B.* the Father, *To the Uſe* and Behoof of the ſaid *T. P. J. K.* and *R. M.* their Executors, Adminiſtrators and Aſſigns, from thenceforth, for and during and unto the full End and Term of 500 Years from thence next enſuing and fully to be compleat and ended; *Upon* ſuch Truſts nevertheleſs as are herein after declared and expreſſed concerning the ſame Term of Years and Eſtate; and from and after the Determination of and ſubject to the ſaid Eſtate and Term for 500 Years, *To the Uſe* and Behoof of the ſaid *A. B.* the Son, and the Heirs Male of his Body lawfully to be begotten; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſaid *E.* the Mother, for and during the Term of her natural Life; and from and after her Deceaſe, *To the Uſe* and Behoof of the ſaid *E.* the Daughter, and the Heirs of her Body lawfully to be begotten; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſaid *A. B.* the Father, and of his Heirs and Aſſigns for ever. *And* it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and every of them, and it is their true Intent and Meaning, that the ſaid Eſtate and Term for 500 Years in the ſaid Manors, Rectory, Lands and Premiſſes, was and is ſo limited to the ſaid *T. P. J. K.* and *R. M.* their Executors and Adminiſtrators, *Upon Truſt*, and to the Intent and Purpoſe, that they the ſaid Truſtees, and the Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, do and ſhall, out of the Fines, Rents, Iſſues and Profits of the ſaid Manors, Rectory, Lands and Premiſſes, in the firſt Place pay to the ſaid *E.* the Mother, and her Aſſigns, yearly during her Life, for her Support and Maintenance, from the Time of the Deceaſe of the ſaid *A. B.* the Father, the Sum of 500*l.* of lawful Money of *Great Britain*, clear of all Taxes and Impoſitions whatſoever, impoſed or to be impoſed by Parliament, or otherwiſe howſoever, by four equal quarterly Payments, at the four moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay) The Annunciation of, *&c.* by even and equal Portions; the firſt Payment thereof to begin and be made at ſuch of the ſaid Feaſts as ſhall firſt and next happen after the Deceaſe of the ſaid *A. B.* the Father, if the ſaid *E.* the Mother ſhall be then living; *And alſo in Truſt* to pay the Reſidue and Overplus of the ſaid Rents, Iſſues and Profits of the ſaid Manors, Lands and Premiſſes, after the Deceaſe of the ſaid *A. B.* the Father, to the ſaid *E.* the Mother, during ſuch Time as ſhe ſhall continue unmarried, and the ſaid *A. B.* the Son ſhall be under the Age of twenty-one Years, for the Maintenance and Education of the ſaid *A. B.* and *E.* her Children, without rendering an Account to them, or either of them, or to their or either of their Executors or Adminiſtrators

Remainder to the Son.

Remainder to *E.* the Mother.

Remainder to the Daughter.

Remainder to the Gentleman in Fee.

Truſts of the 500 Years declared.

miniſtrators of or for the ſame; and from and after ſuch Time as the ſaid *E.* the Mother ſhall marry, or the ſaid *A. B.* the Son ſhall attain the Age of twenty-one Years, *In Truſt* to pay the ſaid Overplus of the ſaid Rents and Profits to the ſaid *A. B.* the Son and the Heirs of his Body; *And alſo* upon this further Truſt, that they the ſaid Truſtees, and the Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, after the Deceaſe of the ſaid *A. B.* the Father, as well during the Life of the ſaid *E.* the Mother, as during the Minorities of the ſaid *A.* and *E.* the Children, or either of them, reſpectively intitled to the immediate Remainder of the Premiſſes expectant on the ſaid Term of 500 Years, ſhall and may fill up Lives, and make and renew Leaſes of the Premiſſes, or any Part thereof, in ſuch Manner as the ſaid *A. B.* the Father, during his Life, is impowered to leaſe the ſame by Virtue of the Proviſo herein after contained for that Purpoſe, and ſubject to the ſaid Truſts; *Upon Truſt* to attend the Freehold and Inheritance of the ſame Premiſſes, according to the Limitations thereof herein contained by Virtue of theſe Preſents to be made: *Provided* always, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *A. B.* the Father, during his Life, by Indenture under his Hand and ſeal, to leaſe the ſaid Meſſuages, Lands, Tenements and Premiſſes mentioned to be hereby releaſed, to any Perſon or Perſons for any Term or Number of Years not exceeding twenty-one Years, in Poſſeſſion, but not in Reverſion, or by way of future Intereſt, or for one, two or three Lives, or for any Term of Years not exceeding ninety-nine Years (determinable on the Death of one, two or three Lives) in Poſſeſſion, and not in Reverſion, Remainder or Expectancy; ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance of ſuch Leaſe, as much Rent as is now reſerved for the ſame, or more; and ſo as ſuch Leaſe or Leaſes be not made diſpuniſhable of Waſte; and ſo as there be contained in every ſuch Leaſe a Clauſe of Re-entry for Non-payment of the Rent to be thereby reſerved; and ſo as the reſpective Leſſees to whom ſuch Leaſes ſhall be made do ſeal and deliver Counterparts of ſuch Leaſes: *Provided alſo*, that it ſhall and may be lawful to and for the ſaid *A. B.* the Father, and *E.* the Mother, (in Caſe at any Time hereafter the ſaid *E.* ſhall happen to have any other Child or Children than the ſaid *A.* and *E.* by the

Power to let Leaſes.

Power to revoke the Uſes herein limited, &c.

ſaid *A. B.*) by any Deed or Writing under their Hands and Seals by them to be ſigned and ſealed in the Preſence of two or more credible Witneſſes, to revoke, annul and make void all the Uſes herein before limited, purſuant to the Uſe limited to the ſaid *A. B.* the Son, and the Heirs of his Body; and by the ſame Deed or Writing to limit and declare any new or other Uſe or Uſes of the ſaid Manors, Rectory, Lands and Premiſſes, with their Appurtenances, for the Benefit of the ſaid *E.* the Daughter, and ſuch Child and Children, any or either of them, as to them the ſaid *A. B.* and *E.* the Mother ſhall ſeem meet and convenient, inſtead of the ſaid ſubſequent Uſes ſo to be revoked; and from and after ſuch Revocation as aforeſaid, the Uſes thereby revoked ſhall be void; and the ſaid *T. P.* and *R. M.* and their Heirs, ſhall from thenceforth ſtand and be ſeiſed of the ſame Manors and Premiſſes, ſubject to the precedent Uſes and Eſtates, to ſuch new and other Uſes, ſubſequent to the Uſes hereby limited and not intended to be revoked, as ſhall be ſo declared; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

# Surrenders.

## *A Surrender of a Copyhold Eſtate by a Man and his Wife, the 16th Day of* March 1741.

*The Manor of*, &c.

BE *it remembred*, that the Day and Year above-written *A. B.* of, *&c.* and *C.* his Wife, two of the Cuſtomary Tenants of the ſaid Manor (the ſaid *C.* being firſt ſolely and ſecretly examined, and conſented) did out of Court ſurrender into the Hands of the Lord of the ſaid Manor, by the Rod, and by the Hands and Acceptance of *C. D.* and *E. F.* two other Cuſtomary Tenants of the ſaid Manor, according to the Cuſtom of the ſaid Manor, *All* thoſe two Acres of Cuſtomary Land, ſituate, lying and being in, *&c.* held of the ſaid Manor by Copy of Court-Roll, and the Reverſion and Reverſions, Remainder and Remainders thereof; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of them the ſaid *A. B.* and *C.* his Wife, of, in and to the ſame; *To the Uſe* and Behoof of *L. M.* of, *&c.* his Heirs and Aſſigns for ever, according to the Cuſtom of the ſaid Manor.

*Taken and accepted*, &c.

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## *A Surrender of Copyhold Eſtate by Way of Mortgage, the 16th Day of* March 1741.

*The Manor of*, &c.

Be *it remembred*, that the Day and Year above-written *A. B.* of, *&c.* one of the Cuſtomary Tenants of the ſaid Manor, did out of Court ſurrender into the Hands of the Lord of the ſaid Manor, by the Rod, and by the Hands and Acceptance of *C. D.* and *E. F.* two other Cuſtomary Tenants of the ſaid Manor, according to the Cuſtom of the ſaid Manor, *All* thoſe two Acres of Cuſtomary Arable Land, ſituate, lying and being in, *&c.* held of the ſaid Manor by Copy of Court-Roll; and the Reverſion and Reverſions, Remainder and Remainders thereof; and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *A. B.* of, in and to the ſame; *To the Uſe* and Behoof of *L. M.* of, *&c.* his Heirs and Aſſigns for ever: *Provided* always, and upon Condition nevertheleſs, that if the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *L. M.* his Executors, Adminiſtrators or Aſſigns, the Sum of 210 *l.* of good and lawful Money of *Great Britain*, in Manner following, that is to ſay, the Sum of 5 *l.* Part thereof upon the 16th Day of *September* next enſuing the Date hereof, and the further Sum of 205 *l.* Reſidue thereof upon the 17th Day of *March*, which ſhall be in the Year of our Lord 1742, without making any Deduction or Abatement out of or from the ſame, or any Part thereof, for or by Reaſon of Taxes, or any other Matter, Cauſe or Thing whatſoever; that then this Surrender is to be void and of no Effect, or elſe to be and remain in full Force and Virtue.

## A Surrender of a Copyhold Eſtate by way of Settlement.

*The Manor of* B.
*in the County of* H.

BE *it remembred*, that this firſt Day of *May* in the Year of our Lord 1737, *A. B.* of, *&c.* a Cuſtomary Tenant of this Manor, did out of Court ſurrender by the Rod, into the Hands of the Lord of the Manor aforeſaid, by the Hands and Acceptance of *J. M.* Gent. Steward of the ſaid Manor, according to the Cuſtom of the ſaid Manor, *All* that, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſame Premiſſes, and of every Part thereof; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Uſe, Poſſeſſion, Benefit, Profit, Claim and Demand whatſoever and howſoever of him the ſaid *A. B.* of, in and to the ſame; and of, in and to every or any Part thereof, *To the Uſe* and Behoof of *B. B.* of, *&c.* eldeſt Son and Heir apparent of the ſaid *A. B.* for and during the Term of his natural Life; and from and after the Deceaſe of the ſaid *B. B. To the Uſe* and Behoof of *M. B.* Wife of the ſaid *B. B.* for and during the Term of her natural Life; and from and after the Deceaſe of the ſaid *B. B.* and *M.* his Wife, and the Survivor of them, *To the Uſe* and Behoof of the firſt Son of the Body of the ſaid *B. B.* on the Body of the ſaid *M.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſecond, third, and all and every other Son and Sons of the Body of the ſaid *B. B.* on the Body of the ſaid *M.* to be begotten, ſeverally, ſucceſſively and in Remainder one after another, as they ſhall be in Priority of Birth and Seniority of Age, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body lawfully iſſuing, being always preferred and to take before the Younger of ſuch Sons, and the Heirs Male of his Body lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the firſt Son of the Body of the ſaid *B. B.* on the Body of any other Woman he ſhall hereafter happen to marry, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſecond, third, and all and every other Son and Sons of the Body of the ſaid *B. B.* on the Body of ſuch Woman he ſhall ſo happen to marry to be begotten, ſeverally, ſucceſſively and in Remainder, one after another, as they ſhall be in Priority of Birth and Seniority of Age, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body lawfully iſſuing, being always preferred and to take before the Younger of ſuch Sons and the Heirs Male of his Body lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe and Behoof of *J. B.* the ſecond Son of the ſaid *A. B.* for and during the Term of his natural Life; and from and after his Deceaſe, *To the Uſe* and Behoof of the firſt Son of the Body of the ſaid *J. B.* on the Body of any Woman he ſhall happen to marry, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, *To the Uſe* and Behoof of the ſecond, third, and all and every the Son and Sons of the Body of the ſaid *J. B.* on the Body of ſuch Woman he ſhall ſo happen to marry to be begotten, ſeverally, ſucceſſively and in Remainder, one after another as they ſhall be in Priority of Birth and Seniority of Age, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body, being always preferred and to take before the Younger of ſuch Sons and the Heirs Male of his Body lawfully iſſuing; and for Default of ſuch Iſſue, to the right Heirs of the ſaid *A. B.* for ever.

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## *A Surrender of a Copyhold Eſtate to the Uſe of a Will, the 16th Day of* March *1741.*

*The Manor of*, &c.

BE *it remembered*, that the Day and Year above-witten, *A. B.* of, *&c.* one of the Cuſtomary Tenants of the ſaid Manor, did out of Court ſurrender into the Hands of the Lord of the ſaid Manor, by the Rod, and by the Hands and Acceptance of *C. D.* and *E. F.* two other Cuſtomary Tenants of the ſaid Manor, according to the Cuſtom of the ſaid Manor, *All* and ſingular his Copyhold Meſſuages, Lands, Tenements and Hereditaments, ſituate, lying and being in, *&c.* held of the ſaid Manor, *To the Uſe* and Behoof of ſuch Perſon and Perſons, and to and for ſuch Uſes, Intents and

Purpoſes, as he the ſaid *A. B.* hath given, deviſed or appointed, or ſhall hereafter give, deviſe or appoint the ſaid Lands and Premiſſes in and by his Laſt Will and Teſtament in Writing.

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## *A Surrender of a Leaſe.*

TO *all to whom* theſe Preſents ſhall come, *A. B.* of, *&c.* ſendeth Greeting: *Whereas* by Indenture of Leaſe bearing Date, *&c.* [*Recite the Leaſe*] as in and by the ſaid recited Indenture, Relation being thereunto had, may more fully appear: *Now know ye*, that the ſaid *A. B.* for good Cauſes and Conſiderations him hereunto moving, ***Hath*** reſigned, ſurrendered and yielded up, and by theſe Preſents ***Doth*** reſign, ſurrender and yield up the ſaid recited Indenture of Leaſe, and the Eſtate and Term of Years thereby demiſed and granted to the ſaid *A. B.* to the Intent and Purpoſe, that the ſame may be cancelled and made void; and that the ſaid *C. D.* may be the better enabled by a new Indenture of Leaſe to redemiſe the Premiſſes to *J. M.* of, *&c.* ***To hold*** to him the ſaid *J. M.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* laſt paſt, before the Date hereof, for and during the Reſidue of the ſaid Term, in and by the ſaid recited Indenture of Leaſe granted, now to come and unexpired, at, under and ſubject to the like Rents, Covenants, Proviſoes and Agreements, as are reſerved and contained in the ſaid recited Indenture of Leaſe. ***In Witneſs*** whereof the ſaid *A. B.* hath hereunto ſet his Hand and Seal, the third Day of *May* in the Year of our Lord 1741.

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## *A Surrender of a Term of 500 Years in a Marriage Settlement.*

W*Hereas* by Indentures of Leaſe and Releaſe, bearing Date reſpectively, *&c.* the Releaſe being quadripartite, and made or mentioned to be made between *F. F.* of, *&c.* and *A. B.* of, *&c.* of the firſt Part, *C. D.* of, *&c.* and *H. D.* Daughter

of

of the ſaid *C. D.* of the ſecond Part, *J. M.* of, *&c.* and *G. F.* of, *&c.* of the third Part, and *L. M.* of, *&c.* and *O. P.* of, *&c.* of the fourth Part, reciting that a Marriage was then intended to be had and ſolemnized between the ſaid *A. B.* and *H. D.* (and which hath been had and ſolemnized accordingly) and further reciting as therein is recited, *It is witneſſed*, That for the Conſideration therein mentioned, the ſaid *F. F.* and *A. B.* did grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *J. M.* and *G. F.* and to their Heirs, *All* that the Site and capital Meſſuage called *D.* and divers other Lands and Hereditaments therein mentioned (and among theſe, the ſaid Site and Capital Meſſuage, Farms, Lands and Hereditaments within mentioned to be conveyed to the ſaid *L. M.* and *O. P.*) to and to the Uſe of the ſaid *A. B.* and *H. D.* (afterwards the Wife of the ſaid *A. B.*) and to the Survivor of them, for and during the Term of their natural Lives; and after the Deceaſe of the Survivor of them the ſaid *A. B.* and *H. D.* to the Uſe of the ſaid *L. M.* and *O. P.* for and during the Term of 500 Years from thence next enſuing, *Upon the Truſts* therein and herein after mentioned; and from and after the Determination of that Term, to and upon the ſeveral Truſts and Uſes therein after limited and declared; *And* the Truſt of the ſaid Term of 500 Years was thereby declared, that in Caſe there ſhould be more than one Son of the ſaid *A. B.* on the Body of the ſaid *H. D.* (afterwards *B.*) to be begotten, and the ſaid *A. B.* ſhould not direct and appoint the ſaid Lands, Hereditaments and Premiſſes to be divided between or among them; and in Caſe the ſaid *A. B.* at any Time during his natural Life, by his Laſt Will, or by any other Writing or Writings under his Hand and Seal, and by him ſealed in the Preſence of two or more credible Witneſſes, ſhould charge the Premiſſes or the ſaid Term of 500 Years therein, with any Sum or Sums of Money not exceeding, in the Whole, the Sum of —— for a Portion or Portions, Proviſion or Proviſions payable to and for the Uſe and Benefit of the Younger or other Son or Sons of him the ſaid *A. B.* on the Body of the ſaid *H.* to be begotten, or for the Uſe and Benefit of any ſuch Sons, that then the ſaid *L. M.* and *O. P.* their Executors, Adminiſtrators or Aſſigns, ſhould, by Mortgage of the ſaid Term of 500 Years, or any Part thereof, or by Sale of ſome Part of the ſaid Premiſſes for that Term, raiſe and pay the ſame accordingly; but in Caſe the ſaid *A. B.* ſhould not ſo charge the ſaid Premiſſes or

Term with any Sum of Money for ſuch Purpoſe as laſt mentioned, or the Sum of Money ſo charged ſhould be raiſed; *Then upon Truſt* that the ſaid *L. M.* and *O. P.* their Executors, Adminiſtrators and Aſſigns, ſhould ſurrender the ſaid Term to the Perſon or Perſons who ſhould be then ſeiſed of the Freehold of the ſaid Premiſſes, as in and by the ſaid Indentures of Leaſe and Releaſe, Relation being thereunto reſpectively had, may more fully appear: *And whereas* the ſaid *H. B.* is dead, but left Iſſue at her Death by the ſaid *A. B.* on her Body lawfully begotten, four Sons and one Daughter, namely, the within named *B. B. C. B. D. B. E. B.* and *F. B.* all now living: *And whereas* the ſaid *A. B.* is ſince dead, without having by his Laſt Will, or any other Writing or Writings, or otherwiſe, made any Charge on the ſaid Term, or the ſaid Premiſſes for raiſing any Sum of Money for ſuch Purpoſes as before, and in the ſaid recited Indenture of Releaſe is mentioned: *And whereas* the ſaid *L. M.* died in the Life-time of the ſaid *A. B.* whereby the ſaid Term of 500 Years is now ſolely veſted in the ſaid *O. P.* *Now theſe Preſents witneſs*, that the ſaid *O. P.* for and in Conſideration of the Sum of 5 *s.* of, *&c.* *Hath* aſſigned, tranferred and ſurrendered, and by theſe Preſents he the ſaid *O. P.* *Doth* aſſign, transfer and ſurrender unto the ſaid *B. B.* and his Heirs, *All* the Site and Capital Meſſuage or Manſion-houſe called *D.* and all the Meſſuages, Lands, Tenements and Hereditaments, with their and every of their Members and Appurtenances within mentioned to be conveyed to the ſaid *J. M.* and *G. F.* and their Heirs, being Part of the Meſſuages, Lands and Hereditaments comprized in the ſaid Term of 500 Years; *To have and to hold* the ſame Capital Meſſuage or Manor-houſe, Meſſuages, Lands, Tenements and Hereditaments with their Appurtenances hereby aſſigned, transferred and ſurrendered, or intended ſo to be, unto the ſaid *B. B.* and his Heirs, to the Uſe of him the ſaid *B. B.* his Heirs and Aſſigns for ever, to the Intent and Purpoſe that the ſaid Term of 500 Years may and do drown, ſink and merge in the Freehold of the ſaid Premiſſes, now veſted in the ſaid *B. B.* his Heirs and Aſſigns. *And* the ſaid *O. P.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *B. B.* his Heirs and Aſſigns, by theſe Preſents, that he the ſaid *O. P.* hath not at any Time heretofore made, done or committed any Act, Matter or Thing whatſoever, whereby or wherewith, or by Means whereof the ſaid Premiſſes

miſſes hereby aſſigned and ſurrendered, or intended ſo to be, or any Part thereof, are, is, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate or otherwiſe howſoever. *In Witneſs*, &c.

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# Wills.

## *A Will of Real and Perſonal Eſtates.*

I*N the Name of God, Amen.* I *A. B.* of *Cariſbrook* in the *Iſle of Wight* in the County of *Southampton*, Eſq; being in good Health of Body and of ſound and diſpoſing Mind and Underſtanding, do make and declare this my Laſt Will and Teſtament, in Manner following; that is to ſay, *Firſt* and principally, I commend my Soul to Almighty God, intirely truſting, thro' the Merits of my Saviour *Jeſus Chriſt*, to receive the full Pardon of all my Sins; my Body I commit to the Earth to be decently buried, but privately interred, at the Diſcretion of my Executors herein after named; and I do deſire and hereby direct, that immediately after my Deceaſe, a full and perfect Inventory be made of all my Perſonal Eſtate whatſoever, and of all the Watches, Rings, Ear-rings, Necklaces, Buckles and Jewels of my dear Wife; and as for that Temporal Eſtate, with which it hath pleaſed God to bleſs me, I diſpoſe thereof as followeth:

Teſtator gives to his Wife all Watches, &c. during her Life, that are in her Poſſeſſion and worn by her.

*Imprimis*, I give and deviſe unto my dear and loving Wife, (over and above and beſides the Settlement by me made upon her for her Jointure, which is charged upon, and iſſuing out of my Lands and Tenements ſituate in *T.* in the County of *K.*) *All* the Watches, Rings, Ear-rings, Necklaces, Buckles, Jewels and wearing Apparel, during the Term of her natural Life, that are in her Poſſeſſion, and worn and uſed by her, of what Sort and Nature ſoever. *And* I do hereby declare it to be my Will and Intention, that my Manſion-houſe in *H.* Square,

Declares that his Manſion-houſe ſhall be kept in Repair; and that all Plate, &c. which at his Death ſhall be in his ſaid Houſe, ſhall continue there, and deſcend to ſuch Perſon as the Freehold of that Houſe ſhall deſcend.

ſhall be kept in good and ſufficient Repair, and that all the Plate, Pictures, Furniture, Pewter, Braſs, Linen, Tapeſtry, and all other Utenſils and Houſhold Goods whatſoever, which at my Death ſhall be remaining in my ſaid Manſion-houſe, ſhall continue in my ſaid Manſion-houſe, and deſcend and come to ſuch Perſon and Perſons to whom the Freehold and Inheritance of my ſaid Manſion-houſe ſhall deſcend and come, and ſhall not be removed out of the ſame; *And* I do hereby declare my Intention to be, and do accordingly direct, that my eldeſt Son, or ſuch other Perſon to whom the Freehold or Inheritance thereof ſhall come, according to the Intent of theſe Preſents, and my Truſtees and Executors herein after named, ſhall permit and ſuffer my ſaid Dear and loving Wife to reſide and inhabit in, and to have and enjoy the full Uſe of, my Manſion-houſe, together with the Uſe of all the Plate, Pictures, Furniture, Pewter, Braſs, Linen, Tapeſtry, and all other Utenſils and Houſhold Goods therein, until my eldeſt Son (or ſuch other of my Children to whom the Freehold or Inheritance of my ſaid Manſion-houſe ſhall deſcend and come) ſhall be married or attain the Age of twenty-one Years, provided my ſaid Wife ſhall continue ſo long unmarried; and it is my Intent, and I do hereby direct that my ſaid Manſion-houſe ſhall be kept in Repair out of the Profits of my Eſtate, without any Expence to my ſaid Wife; but in Caſe my ſaid Wife ſhall intermarry with any other Huſband, then it is my Will and Intent, and I do hereby declare and direct, that all the Deviſes hereby given or bequeathed to my ſaid Wife, *Except* only the Deviſe of her wearing Apparel, ſhall be utterly void and of none Effect; And in Caſe ſhe ſhall intermarry with any other Huſband, then and in ſuch Caſe, I ſhall hereby give and deviſe unto my eldeſt Son, or to whomſoever the Freehold of my Eſtate ſhall deſcend and come unto, all the Watches, Rings, Ear-rings, Necklaces, Buckles and Jewels, and all other Things above deviſed to my ſaid Wife, her wearing Apparel only excepted.

Directs that his eldeſt Son, &c. ſhall permit his Wife to reſide and have the Uſe of his Manſion-houſe and the Plate, &c. until his eldeſt Son, &c. ſhall be married, or attain 21, &c.

His Manſion-houſe to be kept in Repair out of the Profits of his Eſtate, without any Expence to his Wife; but if ſhe marry again, then the Deviſes hereby given to her, except her wearing Apparel, ſhall be void.

And then Teſtator gives to his eldeſt Son, &c. all the Watches, Rings, &c. except her wearing Apparel.

*Item*, I give and deviſe unto my Son *L. B.* (over and above and beſides his Share of the Sum of 3000 *l.* by me ſettled upon my younger Children, by the Settlement by me made on my Marriage) the Sum of 2000 *l.* to be paid him, when he ſhall attain his full Age of twenty-one Years; and I do hereby

Gives to his ſecond Son a Legacy.

direct that the Intereſt thereof ſhall be paid him from my Death, till he ſhall attain his ſaid Age; and I do hereby charge all my Real and Perſonal Eſtates with the Payment of the ſaid Legacy to my ſaid Son *L. B.* to be raiſed as herein after is directed.

To his third Son a Legacy, and an Annuity for his Life, payable after Teſtator's Deceaſe, out of the Manors, &c. after deviſed.

Receive

*Item*, I give and deviſe unto my Son *G. B.* (over and above his Share of the ſaid 3000 *l.* by me ſettled upon my younger Children as aforeſaid) the Sum of 1000 *l.* to be paid him, when he ſhall attain his full Age of twenty-one Years; and alſo one Annuity or yearly Rent-Charge of 60 *l.* of good and lawful Money of *Great Britain*, to be paid him yearly and every Year, during the Term of his natural Life, without any Deduction, Defalcation or Abatement for any Taxes, Charges or Impoſitions, Parliamentary or otherwiſe, to be iſſuing, going and yearly payable unto my ſaid Son *G. B.* and his Aſſigns, from and immediately after my Deceaſe, out of all my Manors, Meſſuages, Lands, Tenements and Hereditaments herein after deviſed; *To have and to hold*, perceive and enjoy the ſaid Annuity or yearly Rent of 60 *l.* and every Part thereof, free and diſcharged of all Deductions, Defalcations and Abatements whatſoever, for any Taxes, Charges or Impoſitions, Parliamentary or otherwiſe, unto my ſaid Son *G. B.* and his Aſſigns, from and immediately after my Death and Deceaſe, for and during the Term of his natural Life; the ſaid Annuity or yearly Rent-Charge to be paid unto my ſaid Son *G. B.* at the two moſt uſual Feaſts or Days of Payment in the Year, that is to ſay, the Feaſt of St. *Michael* the Archangel, and the Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, by even and equal Portions; the firſt Payment to be made at the firſt of the ſaid Feaſts or Days of Payment which ſhall firſt happen to come, or be next after the Death or Deceaſe of me the ſaid *A. B.*

If Annuity is unpaid 20 Days, to diſtrain.

*And* if it ſhall happen the ſaid Annuity or yearly Rent-Charge of 60 *l.* or any Part thereof, to be behind or unpaid by the Space of twenty Days next after either of the ſaid Feaſts or Days on which the ſame ought to be paid as aforeſaid, that then and at all Times after, and as often as it ſhall ſo happen, it ſhall and may be lawful to and for my ſaid Son *G. B.* and his Aſſigns, into and upon all and ſingular the Manors, Meſſuages, Lands, Tenements and Hereditaments herein after deviſed, or into or upon any Part or Parcel thereof, with the Appurtenances, to enter and diſtrain for the ſaid Annuity or yearly Rent-Charge of 60 *l.* and all Arrears thereof, and the Diſtreſs and Diſtreſſes then and there found to take, lead, drive and carry away, and the ſame to detain and keep in their or any of their Cuſtody or Poſſeſſion until he my ſaid Son *G. B.* or his Aſſigns, ſhall be paid and ſatisfied the ſaid Annuity or yearly Rent-Charge, and all Arrears thereof, together with all the Coſts and Charges of ſuch Diſtreſs and Diſtreſſes, or otherwiſe to ſell and diſpoſe thereof according to Law, and out of the Money ariſing by ſuch Sale and Diſpoſition, to pay and ſatisfy him and themſelves the ſaid Annuity or yearly Rent-Charge of 60 *l.* and all Arrears thereof, together with all his and their Coſts and Charges in and about ſuch Diſtreſs and Diſtreſſes. *And* if it ſhall happen that the ſaid Annuity or yearly Rent-Charge of 60 *l.* or any Part thereof, ſhall be behind or unpaid by the Space of forty Days next after either of the ſaid Feaſt-Days whereon the ſame ought to be paid as aforeſaid, that then and in ſuch Caſe it ſhall and may be lawful to and for my ſaid Son *G. B.* and his Aſſigns, from Time to Time, as often as the ſaid Annuity or yearly Rent-Charge of 60 *l.* or any Part thereof, ſhall be ſo behind or unpaid by the Space of forty Days as aforeſaid, to enter into and upon the ſaid Manors, Meſſuages, Lands and Premiſſes, or any Part thereof, and to hold and enjoy the ſame, and to receive and take the Rents, Iſſues and Profits thereof, and of every Part thereof, to his and their own proper Uſe and Behoof, until thereby or therewith, or otherwiſe, he my ſaid Son *G. B.* or his Aſſigns, ſhall be fully paid and ſatiſfied the ſaid Annuity or yearly Rent-Charge of 60 *l.* and all Arrears thereof then incurred, or which afterwards during ſuch Poſſeſſion ſhall incur, and all his and their Coſts, Charges and Damages which he or they ſhall ſuſtain or be put unto for or by reaſon of the Non-payment thereof.

If unpaid forty Days, to enter on the Premiſſes and receive the Rents.

To his fourth Son a Legacy and an Annuity.

*Item*, I give, deviſe and bequeath unto my Son *J. B.* (over and above his Share of the ſaid 3000 *l.* by me ſettled upon my younger Children as aforeſaid) the Sum of 1000 *l.* to be paid him when he ſhall attain his full Age of twenty-one Years, and alſo one other Annuity or yearly Rent-Charge of 60 *l.* of good, *&c.* [*The Annuity was given to* J. B. *in the ſame Manner as to* G. B. mutatis mutandis.]

Teſtator gives to Truſtees (ſubject to his Wife's Jointure, &c.) his real Eſtate, together with Plate, Furniture, &c.

*Item*, I give and deviſe unto my beloved Kinſman *C. D.* of, *&c.* and to my dear Brother-in-law *B. R.* their Executors, Adminiſtrators and Aſſigns, ſubject nevertheleſs to the Settlement by me heretofore made of my Eſtate in *K.* for and towards the Jointure and Maintenance of my dear Wife, and for and towards the Proviſions for my Children, ſubject alſo to the Annuities hereby granted to my two Sons G. and *J. B.* *All* that my Manſion-houſe in *H. Square*, with its Appurtenances thereto belonging, wherein I now dwell; and alſo all that my Manor or Lordſhip of *S.* in the County of *L.* and all my Meſſuages, Lands and Tenements in *N.* in the ſaid County of *L.* with the Advowſon of the Church of *S.* aforeſaid; and alſo all my Meſſuages, Lands and Tenements in *T.* in the County of *K.* and all other my Manors, Meſſuages, Lands, Tenements, Rectories, Advowſons, Tithes and Hereditaments within the Kingdom of *Great Britain*, or elſewhere, whereof I am ſeiſed or poſſeſſed, or whereto I am any way intitled, together with all the Plate, Furniture, Pewter, Braſs, Linen, Tapeſtry, and all other Utenſils and Houſhold Goods whatſoever which ſhall be in my ſaid Manſion-Houſe in *H. Square* aforeſaid at the Time of my Death; *To have and to hold* all my ſaid Meſſuages, Manors, Lands, Tenements, Rectories, Advowſons, Tithes and Hereditaments, and all other my Eſtate whatſoever, together with my ſaid Plate, Furniture, Pewter, Braſs, Linen, Tapeſtry, and all other Utenſils and Houſhold Goods, unto the ſaid *C. D.* and *B. R.* their Executors, Adminiſtrators and Aſſigns, immediately from and after my Deceaſe, for and during the Term of 1000 Years from thence next enſuing, without Impeachment of Waſte, *To and for* the ſeveral Uſes, Intents and Purpoſes, and under the ſeveral Truſts herein after expreſſed, limited and declared, for and concerning the ſame; that is to ſay, To the Intent and Purpoſe, that the ſaid *C. D.* and *B. R.* and the Survivor of them, and his Executors and Adminiſtrators, ſhall and may, by and out of the Rents, Iſſues and Profits of the ſaid Premiſſes, or by leaſing, mortgaging, ſelling or incumbering the ſame, or any Part thereof, for the ſaid Term of 1000 Years, or for any leſſer Term, raiſe and advance Money to pay and diſcharge the Intereſt of the ſaid Sum of 2000 *l.* hereby deviſed to my ſaid Son *L. B.* for his Portion, and the Intereſt of the ſaid 1000 *l.* hereby alſo deviſed to my ſaid Son *G. B.* for his Portion, and the Intereſt of the ſaid 1000 *l.* hereby alſo deviſed to my ſaid Son *J. B.* for his Portion, until their ſaid Portions ſhall become due, and then by any of the Ways and Methods aforeſaid to raiſe Money to pay and diſcharge the ſame Portions and Legacies of 2000 *l.* and 1000 *l.* and 1000 *l.* according to the true Intent and Meaning of this my Will; and from and after the Determination of

Habendum for 1000 Years, ſans Waſte.

Truſtees out of the Rents of the Premiſſes, or by mortgaging, &c. of the ſame, to raiſe Money to pay the Intereſt of the Legacies deviſed to his younger Sons till the ſame ſhall become due, and then to raiſe Money to pay the Legacies.

and ſubject to that Eſtate, then *To the Uſe* of my eldeſt Son *C. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, *To the Uſe* of *E. F.* of, *&c.* and *G. H.* of, *&c.* and their Heirs, during the Life of the ſaid *C. B.* nevertheleſs to preſerve the contingent Remainders herein after deviſed from being deſtroyed; and for that Purpoſe to make Entries, and bring Actions, as the Caſe ſhall require; and to permit and ſuffer the ſaid *C. B.* to receive and take the Rents, Iſſues and Profits thereof, to his ſole Uſe and Benefit; and from and after the Determination of that Eſtate, then *To the Uſe* of the firſt Son of the Body of the ſaid *C. B.* lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully to be begotten; and for want of ſuch Iſſue, then *To the Uſe* of the ſecond, third, and every other Son and Sons of the Body of the ſaid *C. B.* lawfully to be begotten, and of the Heirs Male of the Body of ſuch reſpective Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body always to be preferred and take before the Younger of ſuch Sons and the Heirs Male of his Body; and for Default of ſuch Iſſue, then *To the Uſe* of my ſecond Son *L. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then *To the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, during the Life of the ſaid *L. B.* nevertheleſs to preſerve the contingent Remainders herein after deviſed from being deſtroyed; and for that Purpoſe to make Entries, and bring Actions, as the Caſe ſhall require; but to permit and ſuffer the ſaid *L. B.* to receive and take the Rents, Iſſues and Profits thereof, to his ſole Uſe and Benefit; and from and after the Determination of that Eſtate, then *To the Uſe* of the firſt Son of the Body of the ſaid *L. B.* lawfully to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully to be begotten; and for want of ſuch Iſſue, then *To the Uſe* of the ſecond, third, and all and every other the Son and Sons of the Body of the ſaid *L. B.* lawfully to be begotten, and of the Heirs Male of the Body of ſuch reſpective Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his Body always to be preferred and take before the Younger of ſuch Sons, and the Heirs Male of his Body; *And* for want of ſuch, then, *&c.* [*Teſtator deviſed his Eſtates to his third Son* G. B. *and his Heirs Male, in the ſame Manner as to* L. B. *and*

After the Determination of and ſubject to that Eſtate, to his eldeſt Son for Life, ſans Waſte.

Remainder to Truſtees to preſerve contingent Remainders.

Remainder to the firſt and other Sons of Teſtator's eldeſt Son in Tail Male.

Remainder to Teſtator's ſecond Son for Life, ſans Waſte.

Remainder to Truſtees to preſerve contingent Remainders.

Remainder to the firſt and other Sons of Teſtator's ſecond Son in Tail Male.

Remainder to Teſtator's third and fourth Sons in like Manner.

Remainder to ſuch other Son of Teſtator as he ſhall leave at his Deceaſe, &c.

Remainder to ſuch Daughters as Teſtator ſhall leave at his Death, as Tenants in Common.

If all Teſtator's Sons die without Iſſue Male, and all his Daughters, except one, ſhall die without Iſſue, then Teſtator deviſes, in Truſt for his Siſter, if ſhe ſhall be then living, 6000 l. for her ſeparate Uſe;

which Teſtator charges upon his Eſtate, to be paid by his Truſtees.

*and then to his fourth Son* J. B. *and his Heirs Male, in the ſame Manner*] and the Heirs Male of his Body; *And* from and after the Determination of that Eſtate, then *To the Uſe* of ſuch other Son or Sons of the Body of me the ſaid *A. B.* as I ſhall leave at my Deceaſe, or as ſhall be born after my Deceaſe, and to the Heirs Male of the Body of ſuch Son or Sons reſpectively; the Elder of ſuch Son or Sons and the Heirs Male of his Body to be preferred and take before the Younger of ſuch Son or Sons and the Heirs Male of his Body; *And* in Caſe all my ſaid Sons ſhall depart this Life, and leave no Iſſue Male born in their or any of their Life-time, or after their Deceaſe, or in Caſe they ſhall have Iſſue Male, which Iſſue Male ſhall die before their Ages of twenty-one Years without Iſſue Male, and I ſhall leave no Iſſue Male at my Death, or born after my Death, or if I ſhall have other Iſſue Male living at my Death, or which ſhall be born after my Death, and all ſuch Iſſue Male of me ſhall die before the Age of twenty-one Years without Iſſue Male, then *To the Uſe* of ſuch Daughter or Daughters as I the ſaid *A. B.* ſhall leave at my Death, or ſhall be born after my Deceaſe, and to the Heirs of the Body or Bodies of ſuch Daughter or Daughters; ſuch Daughters *To hold* to them and the Heirs of their reſpective Bodies as Tenants in Common, and not as Jointenants: *And* in Caſe all my Sons ſhall depart this Life without Iſſue Male of their or any of their Bodies lawfully to be begotten, and all my Daughters, except one, ſhall die without Iſſue of their Bodies lawfully begotten, *Then* and in ſuch Caſe I will and deviſe, *In Truſt* for my dear Siſter *F. R.* if ſhe ſhall be then living, and not otherwiſe, the Sum of 6000 *l.* to be paid to the ſaid *E. F.* his Executors and Adminiſtrators, to her own ſeparate Uſe, ſo as no Huſband ſhe ſhall then, or at any Time thereafter, have, ſhall have Power over the ſame, or intermeddle therewith, but it ſhall be diſpoſed of and applied in ſuch Manner as ſhe the ſaid *F. R.* whether married or ſole, by any Note or Writing under her Hand, ſigned in the Preſence of two or more credible Witneſſes, ſhall direct and appoint, and her Receipt ſhall be a ſufficient Diſcharge for the ſame; which Sum of 6000 *l.* I hereby charge upon my ſaid Eſtate, to be paid her by my Truſtees the ſaid *C. D.* and *B. R.* and by them raiſed in ſuch Manner as I have herein before directed the ſaid Sum of 2000 *l.* to be raiſed for the Benefit of my ſaid Son *L. B.*

*And* I do hereby authorize and impower my ſaid Truſtees, by leaſing, mortgaging or incumbering of the ſaid Premiſſes, for the ſaid Term of 1000 Years, or any leſſer Term, to raiſe Money to pay and diſcharge the ſame Sum of 6000 *l.* and in Caſe all my ſaid Sons and Daughters ſhall depart this Life, and leave no Son or Sons of their or any of their Bodies begotten, *Then* my Will is, and I do hereby give and deviſe all my ſaid Eſtate chargeable as aforeſaid, unto the Heirs of the Body of me the ſaid *A. B.* *And* from and after the Determination of that Eſtate, *Then* I do hereby give and deviſe all my ſaid Manors, Meſſuages, Lands, Tenements and Eſtate whatſoever, to my ſaid dear Siſter *F. R.* for and during the Term of her natural Life; and from and after the Determination of that Eſtate, then *To the Uſe* of the ſaid *E. F.* and *G. H.* and their Heirs, during the Life of the ſaid *F. R.* nevertheleſs to the Intent and Purpoſe to preſerve the contingent Remainders herein after deviſed from being deſtroyed, and for that Purpoſe to make Entries, and bring Actions, as the Caſe ſhall require; but to permit and ſuffer the ſaid *F. R.* to receive the Rents, Iſſues and Profits thereof, during her natural Life, to her ſole and ſeparate Uſe and Benefit; and from and after the Determination of that Eſtate, then *To the Uſe* of the ſecond Son of the Body of the ſaid *F. R.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing, he the ſaid ſecond Son and the Heirs Male of his Body changing his Name, and taking upon him the Name of *B.* as aforeſaid; but I do hereby declare my Intent to be, that in Caſe the eldeſt Son of my ſaid Siſter ſhall depart this Life without Iſſue Male, and the Eſtate of the ſaid *B. R.* ſhall deſcend and come to his ſecond Son, that then and in ſuch Caſe ſuch ſecond Son ſhall not take or inherit my ſaid Eſtate, but the ſecond Son then in Succeſſion ſhall take and inherit the ſame to him and the Heirs Male of his Body, taking upon him and themſelves the Name of *B.* as aforeſaid, and not otherwiſe; but in Caſe there ſhall be only one Son of my ſaid Siſter *F. R.* begotten, then and in ſuch Caſe I do give and deviſe all my ſaid Eſtate, chargeable as before, and herein

Teſtator impowers his Truſtees by leaſing, &c. of the Premiſſes for the 1000 Years, &c. to raiſe Money to pay the 6000 l. and in Caſe all Teſtator's Sons and Daughters die, and leave no Son, then Teſtator deviſes his Eſtate to the Heirs of his Body.

Remainder to his Siſter for Life.

Remainder to Truſtees to preſerve contingent Remainders.

Remainder to the ſecond Son of Teſtator's Siſter and the Heirs Male of his Body, he taking upon him the Teſtator's Name.

If the eldeſt Son of Teſtator's Siſter dies without Iſſue Male, and the Eſtate of *B. R.* (Teſtator's Siſter's Huſband) ſhall come to his ſecond Son, then he ſhall not inherit Teſtator's Eſtate, but the ſecond Son in Succeſſion ſhall inherit the ſame, &c. taking upon him Teſtator's Name; but in Caſe there ſhall be only one Son of Teſtator's Siſter, then Teſtator deviſes his Eſtate unto his Kinſman *E. F.* in Fee.

after is declared, unto my Kinſman *E. F.* and to his Heirs for ever.

Power for Teſtator's eldeſt Son, if he marries with Conſent of Truſtees, &c.

*Item,* My Will is, and I do hereby declare and appoint, that it ſhall and may be lawful to and for my ſaid Son *C. B.* in Caſe he ſhall marry with the Conſent of the ſaid *C. D.* and *B. R.* during their joint Lives, or if he ſhall marry with the Conſent of the Survivor of them, in Caſe one of them ſhall depart this Life, and he ſhall marry during the Life of ſuch Survivor; or if my ſaid Son ſhall marry without any Conſent after their Deceaſes; *And* to and for my ſaid ſecond Son *L. B.* (after the Death of the ſaid *C. B.* without Iſſue) in Caſe my ſaid Son *L. B.* ſhall marry with the like Conſent of the ſaid *C. D.* and *B. R.* or of the Survivor of them as aforeſaid; or if my ſaid Son *L. B.* ſhall marry without any Conſent after the Deceaſes of the ſaid *C. D.* and *B. R.* *And* to and for my third Son *G. B.* (after the Death of the ſaid *C. B.* and *L. B.* without Iſſue) in Caſe my ſaid Son *G. B.* ſhall marry with the Conſent of the ſaid *C. D.* and *B. R.* and of the Survivor of them as aforeſaid; or if my ſaid Son *G. B.* ſhall marry without any Conſent after their Deceaſes; *And* to and for my fourth Son *J. B.* (after the Death of the ſaid *C. B. L. B.* and *G. B.* without Iſſue) in Caſe he my ſaid Son *J. B.* ſhall marry with the Conſent of the ſaid *C. D.* and *B. R.* or of the Survivor of them as aforeſaid; or if my ſaid Son *J. B.* ſhall marry without any Conſent after their Deceaſes; by any Deed or Deeds, Writing or Writings, under their reſpective Hands and Seals, executed in the Preſence of three or more credible Witneſſes, from Time to Time, and at all Times during the reſpective Lives of my ſaid ſeveral Sons, to convey or grant, limit or appoint any Part or Parts of the ſaid Eſtates, unto or in Truſt for any Woman or Women they, or any of them, ſhall ſucceſſively marry as aforeſaid, for her and their Life and Lives, as and for a Jointure or Jointures for her and them, ſuch reſpective Conveyance, Grant, Limitation or Appointment of each Jointure not exceeding the Value of 500 *l. per Ann.* above Quit-Rents and other Rents iſſuing and payable out of the ſame, nor being made diſpuniſhable of Waſte.

and for Teſtator's ſecond and other Sons (after the Death of the eldeſt Son without Iſſue) to appoint any Part of the Eſtates for Jointures to any Woman they ſhall marry, each Jointure not exceeding 500 l. per Ann. above Quit-Rents, &c.

*And* my further Will is, that it ſhall and may be lawful to and for each of my ſaid Sons ſo reſpectively marrying during the Lives of the ſaid *C. D.* and *B. R.* and of

Power for Teſtator's Sons marrying during Lives of Truſtees, with ſuch Conſent, and after their Deceaſes, without any Conſent, to charge the Eſtates with Portions or Annuities for younger Children not exceeding 6000 l. and with Maintenance not exceeding the Intereſt of ſuch Portions.

the Survivor of them, with ſuch Conſent as aforeſaid, and after the Deceaſes of the ſaid *C. D.* and *B. R.* marrying without any Conſent as aforeſaid, to charge all and ſingular my ſaid Manors, Meſſuages, Lands, Tenements and Eſtates, with any Portion or Portions, Annuities or Rent-Charges, for a Proviſion for younger Sons and Daughters, or Daughters only, not exceeding the Value of 6000 *l.* and with Maintenance for ſuch younger Sons and Daughters not exceeding the Intereſt of ſuch Portions, for him, her or them to be provided, according to the true Intent and Meaning of theſe Preſents as aforeſaid; ſuch Jointures and Proviſions for ſuch younger Sons and Daughters to take Effect, and have the Preference according to the Priority of Time at which they ſhall be made, created or appointed: *Provided always,* and it is hereby declared to be my true Intent and Meaning, that ſuch Conveyance, Grant or Jointure, or Charge, to be made by any of my ſaid Sons as aforeſaid, ſhall not in any wiſe impeach or prejudice the Term or Eſtate of 1000 Years hereby given and deviſed unto the ſaid *C. D.* and *B. R.* or any of the Legacies deviſed, or Annuities hereby given, unto any of my younger Children, but the ſame ſhall be paid and ſatisfied in the firſt Place prior and preferable to any of the ſaid Conveyances, Grants, Jointures or Charges, ſo to be made or granted by Virtue hereof. *And* I further will and declare, that it ſhall and may be lawful to and for any Perſon or Perſons, who by Virtue of this my Will ſhall become Tenants for Life of any of my Eſtates, Lands or Tenements above mentioned, lying and being in the Counties of *M. K.* and *L.* to let Leaſes thereof, or of any Part thereof, by Indenture, to any Perſon or Perſons for any Term of Years not exceeding twenty-one Years: *Provided,* that by ſuch Leaſe or Leaſes the full yearly Rent or Value of ſuch Eſtate or Eſtates, without taking any Fine or Income for the ſame, be reſerved and made payable by the Perſons who ſhall take ſuch Leaſes, and that they ſeal Counterparts thereto; and that ſuch Leaſe or Leaſes be not made diſpuniſhable of Waſte; and that the uſual Covenants be inſerted therein for the reſpective Tenants to repair the reſpective Eſtates to them demiſed by ſuch Leaſe or Leaſes.

Such Jointure or Charge not to prejudice the 1000 Years, or any of the Legacies or Annuities hereby given to any of Teſtator's younger Children.

Power to let Leaſes.

*Item,* I give and bequeath to the ſaid *C. D.* and *B. R.* 50 *l.* a-piece to buy them Diamond Rings.

Teſtator gives Legacies to Truſtees *C. D.* and *B. R.*

The Reſt of his Eſtate he gives to his eldeſt Son, and makes him Executor, who is to enter upon ſuch Executorſhip and Receipt of his perſonal Eſtate when he attains twenty-one; but if he dies before, then Teſtator gives his Eſtate, &c. to his ſecond Son, &c.

*Item*, All the Reſt, Reſidue and Remainder of my Eſtate both real and perſonal, together with my Watches, Rings, Ear-rings, Necklaces, Buckles and Jewels, after the Deceaſe of my Wife, I do hereby give and deviſe unto my eldeſt Son *C. B.* whom I do hereby make and conſtitute ſole Executor of this my laſt Will and Teſtament, and do appoint to enter upon ſuch Executorſhip and Receipt of my perſonal Eſtate when he ſhall attain his Age of twenty-one Years; *But* in Caſe he ſhall die before he ſhall attain the ſaid Age of twenty-one Years, then I do hereby give and deviſe unto my ſecond Son *L. B.* all the Reſt, Reſidue and Remainder of my Eſtate, both real and perſonal, together with my Watches, *&c.* whom I do hereby make and conſtitute ſole Executor of this my laſt Will and Teſtament, and do appoint to enter upon ſuch Executorſhip and Receipt of my perſonal Eſtate when he ſhall attain his Age of twenty-one Years; *But* in Caſe he ſhall die before he ſhall attain the ſaid Age of twenty-one Years, then I do hereby give and deviſe unto my third Son *G. B.* all the Reſt, Reſidue and Remainder of my Eſtate both real and perſonal, together with my Watches, *&c.* whom I do hereby make and conſtitute ſole Executor of this my laſt Will and Teſtament, and do appoint to enter upon ſuch Executorſhip and Receipt of my perſonal Eſtate when he ſhall attain his Age of twenty-one Years; *But* in Caſe he ſhall die before he ſhall attain the ſaid Age of twenty-one Years, then I do hereby give and deviſe unto my fourth Son *J. B.* all the Reſt, Reſidue and Remainder of my Eſtate both real and perſonal as aforeſaid, whom I do hereby make and conſtitute ſole Executor of this my laſt Will and Teſtament, and do appoint to enter upon ſuch Executorſhip and Receipt of my perſonal Eſtate when he ſhall attain his Age of twenty-one Years: *And* I do hereby conſtitute and appoint the ſaid *C. D.* and *B. R.* Executors of this my Will, and Guardians and Truſtees of my ſaid Son *C. B.* during his Infancy, and until he ſhall attain his Age of twenty-one Years, both of his Perſon and Eſtate; and I do hereby conſtitute and appoint them the ſaid *C. D.* and *B. R.* Guardians of all my Children, both as to their Perſons and Eſtates, during their Infancies, and until they ſhall attain their reſpective Ages of twenty-one Years, and deſire them to give Direction about the Education of them accordingly; and I do hereby revoke all other Wills by me formerly made, and declare this to be my laſt Will and Teſtament. *In Witneſs*, &c.

Teſtator appoints *C. D.* and *B. R.* Executors, and Guardians and Truſtees of his eldeſt Son till he attains his Age of twenty-one, and appoints them Guardians of all his Children.

### *A Will made by a Freeman of* London, *whereby he gives ſeveral Legacies out of the Teſtamentary Part of his Perſonal Eſtate; and the reſt he gives to Truſtees to be laid out in the Purchaſe of Lands to be ſettled, in Truſt for three of his Daughters for their Lives, for their ſeparate Uſe; then for their Sons, Remainder for their Daughters in Tail, with Croſs Remainders; and the Teſtator deviſes Freehold Houſes to Truſtees,* &c.

I*N the Name of God, Amen.* I *A.B.* Citizen and —— of *London,* being of ſound Mind and Memory, God be praiſed for the ſame, do make this my Laſt Will and Teſtament in Manner following, (that is to ſay) *Firſt*, I direct my Body to be decently, but privately interred in the Vault under the Portico in the Pariſh Church of *S.* in the County of *Middleſex*; I direct all my juſt Debts to be paid, particularly a Note for 40 *l.* for Value received, due to my Siſter *E. G.*

Teſtator recites that he is a Freeman of London, &c.

*And whereas* I am a Freeman of the City of *London,* and by the Cuſtom thereof my Wife will be intitled to one third Part of my Perſonal Eſtate, after my Debts and funeral Expences are paid, and one other third Part thereof will be divided among my four Daughters, three of whom, namely *S.* late Wife of *G. J. E.* the now Wife of *S. E.* and *A.* the now Wife of *D. H.* all of whom I have advanced in Marriage, and given with each of them a Portion of 1000 *l.* ſo that my youngeſt Daughter *B.* will be intitled to 1000 *l.* upon the Diviſion of the Orphanage Share of my Perſonal Eſtate, more than any of her ſaid three Siſters; and in Caſe my ſaid Daughter *B.* ſhall die before ſhe ſhall attain her Age of twenty-one Years, then I deviſe her ſaid Share of the ſaid Orphanage Part, and what ſhall be ſaved during her Minority to *C. D.* of, *&c.* and *E. F.* of, *&c.* my Truſtees herein after named, to be laid out and diſpoſed of and in the Purchaſe of Freehold or Copyhold Manors, Meſſuages, Lands or Hereditaments to be upon and for the ſame Uſes, Truſts and Limitations, and ſubject to the ſame Powers and Proviſoes in every Reſpect, as the Reſt and Reſidue of my teſtamentary Part or Share of my Perſonal Eſtate, as well before as after a Purchaſe ſhall be made, is by this my Will directed, limited or appointed; and as to my ſaid Teſtamentary or third Part of my ſaid Perſonal Eſtate, I diſpoſe thereof as follows:

Gives ſeveral Legacies out of the Teſtamentary Part of his perſonal Eſtate.

The Reſt he gives to Truſtees to be laid out in the Purchaſe of Lands to be ſettled to the Uſe of Truſtees, in Truſt that they ſhall receive and pay the Rents thereof to his three Daughters *S. E.* and *A.* for their Lives for their ſeparate Uſe,&c.

*Firſt*, I give to my good Friend and Benefactor *G. H.* of, *&c.* the Sum of 50 *l.* to buy him a Ring or Piece of Plate, as he thinks beſt, and as an Acknowledgment that I and my Family, under the good Providence of God, owe to him what we have; I give to my good Friend *T. H.* of, *&c.* the Sum of 20 *l.* to buy him a Ring. I give to my good Friends the ſaid *C. D.* and *E. F.* 20 *l.* each, to buy each of them a Ring. I give to my Foreman *T. G.* 10 *l.* for his own Uſe, and all my wearing Cloaths, Linen and Woollen of all Kinds whatſoever. I give to my Siſter *E. G.* 5 *l.* for her own Uſe, over and above the 40 *l.* Note; I give to the ſaid *E. F.* the Sum of, *&c.* for his Care and Trouble in the Truſt herein after mentioned. I give to the ſaid *C. D.* the Sum of, *&c.* of like Money, for his Care and Trouble in the ſaid Truſt, he having promiſed me to take the chief Trouble upon himſelf, and that the ſaid *E. F.* ſhall have little or no Trouble therein, and little more than the Liberty of making Uſe of his Name. I direct that all theſe my Legacies be paid by my Executors within three Months after my Deceaſe. *All the Reſt* and Reſidue of my ſaid Teſtamentary Part or Share of the ſaid Perſonal Eſtate, after Payment of my ſaid Legacies, I give, deviſe and bequeath to the ſaid *C. D.* and *E. F.* and the Survivor of them, his Executors and Adminiſtrators, *Upon Truſt* that they do with all convenient Speed lay out and diſpoſe of the ſame in their own Names in the Purchaſe of Freehold or Copyhold Manors, Meſſuages, Lands, Tenements or Hereditaments, and convey and ſettle the ſame to and to the Uſe of them the ſaid *C. D.* and *E. F.* and their Heirs and Aſſigns for ever; *In Truſt* nevertheleſs, that they and the Survivor of them, his Heirs and Aſſigns, do and ſhall receive, and pay the whole Rents, Iſſues and Profits of all the ſaid Manors, Meſſuages, Lands or Hereditaments ſo to be purchaſed and ſettled as aforeſaid, into the proper Hands of my ſaid Daughters *S. J. E.* the now Wife of the ſaid *S. E.* and *A.* the now Wife of the ſaid *D. H.* (or permit and ſuffer my ſaid Daughters reſpectively, to receive the ſame) Share and Share alike, for and during the Term of their reſpective natural Lives, for her and their own private ſeparate Uſe and perſonal Expence, with which, or any Part thereof, the ſaid *S. E.* and *D. H.* or any Husband my ſaid Daughters, either or any of them, ſhall hereafter happen to marry, ſhall not any way intermeddle or have any controuling or diſpoſing Power thereof, nor ſhall the ſame be liable to the Debts, Engagements or Demands of the ſaid *S. E.* and *D. H.* or either of them, or of any after-taken Husband of my ſaid Daughters *S. E.* and *A.* but the Receipts of my ſaid Daughters reſpectively, whether ſole or under Coverture, ſhall be to my ſaid Truſtees and the Survivor of them, his Heirs, Executors and Adminiſtrators, or to the Perſon or Perſons reſpectively paying the ſame, a good, full and effectual Diſcharge to all Intents and Purpoſes whatſoever; *And* from and after the Deceaſe of my ſaid Daughter *S.* then my ſaid Truſtees, and the Survivor of them, his Heirs and Aſſigns, ſhall ſtand ſeiſed, as to one undivided third Part (the Whole into three equal Parts to be divided) of all the ſaid Manors, Lands and Hereditaments ſo to be purchaſed as aforeſaid, *In Truſt* for the firſt and other Sons of the Body of my ſaid Daughter *S. J.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt and other Sons lawfully iſſuing in Tail Male ſucceſſively; the Elder of ſuch Sons and the Heirs Male of his Body to take before the Younger of ſuch Sons and the Heirs Male of his and their Bodies; *And* for Default of ſuch Iſſue, *Then in Truſt* for all and every the Daughter and Daughters of the Body of my ſaid Daughter *S. J.* lawfully to be begotten, equally to be divided between them, if more than one, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing; *And* for Default of ſuch Iſſue, then *In Truſt* that my ſaid Truſtees, and the Survivor of them, his Heirs and Aſſigns, do and ſhall pay the Whole of the ſaid Rents, Iſſues and Profits of the ſame undivided third Part of all the ſaid Manors, Lands and Premiſſes ſo to be purchaſed, into the proper Hands of my ſaid Daughters *E.* and *A.* during their reſpective natural Lives, or permit and ſuffer my ſaid Daughters *E.* and *A.* to receive the ſame, Share and Share alike, for the like Uſes, and under the ſame Conditions and Reſtrictions, to all Intents and Purpoſes, as the whole Rents, Iſſues and Profits of the ſaid Premiſſes ſo to be purchaſed, were before to be paid to my ſaid Daughters *S. E.* and *A.* reſpectively; *And* from and after the Deceaſe of my ſaid Daughter *E.* then my ſaid Truſtees, and the Survivor of them, his Heirs and Aſſigns, do and ſhall ſtand ſeiſed, as to one other undivided third Part (the Whole into three equal Parts to be divided) of the ſaid Manors, Lands and Premiſſes ſo to be purchaſed, *In Truſt* for the firſt and other Sons of the Body of

Their Receipts to be good.

After the Deceaſe of *S.* Truſtees to ſtand ſeiſed, as to one undivided third Part of the Lands, in Truſt for her firſt and other Sons in Tail Male.

Remainder for her Daughters.

For Default of ſuch Iſſue, to pay the Rents to *E.* and *A.* &c.

After the Deceaſe of *E.* Truſtees to ſtand ſeiſed, as to one other undivided third Part, in Truſt for her firſt and other Sons in Tail Male.

my ſaid Daughter *E.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch firſt and other Sons lawfully iſſuing in Tail Male ſucceſſively; the Elder of ſuch Sons and the Heirs Male of his Body to take before the Younger of ſuch Sons and the Heirs Male of his and their Bodies;

Remainder for her Daughters.

*And* for Default of ſuch Iſſue, then *In Truſt* for all and every the Daughter and Daughters on the Body of my ſaid Daughter *E.* lawfully begotten, or to be begotten, equally to be divided between them, if more than one, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing;

For Default of ſuch Iſſue, to pay the Rents to *S.* and *A.* &c.

*And* for Default of ſuch Iſſue, then *In Truſt* that my ſaid Truſtees, and the Survivor of them, his Heirs and Aſſigns, do and ſhall pay the whole Rents, Iſſues and Profits of the ſaid laſt mentioned undivided third Part of all the ſaid Lands and Premiſſes ſo to be purchaſed as aforeſaid, into the proper Hands of my ſaid Daughters *S.* and *A.* during their reſpective natural Lives (or permit and ſuffer my ſaid Daughters *S.* and *A.* to receive the ſame) Share and Share alike, for the like Uſes, and under the ſame Conditions and Reſtrictions, to all Intents and Purpoſes, as the whole Rents, Iſſues and Profits were before to be paid to my ſaid Daughters, *S. E.* and *A.* reſpectively;

After the Deceaſe of *A.* Truſtees to ſtand ſeiſed, as to one other undivided Third, in Truſt for her firſt and other Sons in Tail Male.

*And* from and after the Deceaſe of my ſaid Daughter *A.* then my ſaid Truſtees, and the Survivor of them, his Heirs and Aſſigns, do and ſhall ſtand ſeiſed as to one other undivided third Part (the whole into three equal Parts to be divided) of all the ſaid Manors, Lands and Hereditaments ſo to be purchaſed, *In Truſt* for the firſt and other Sons of the Body of my ſaid Daughter *A.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch firſt and other Sons lawfully iſſuing in Tail Male ſucceſſively; the Elder of ſuch Sons and the Heirs Male of his Body to take before the Younger of ſuch Sons and the Heirs Male of his and their Bodies iſſuing;

Remainder for her Daughters.

*And* for Default of ſuch Iſſue, then *In Truſt* for all and every the Daughter and Daughters on the Body of my ſaid Daughter *A.* lawfully begotten, or to be begotten, equally to be divided between them, if more than one, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing;

For Default of ſuch Iſſue, to pay the Rents to *S.* and *E.* &c.

*And* for Default of ſuch Iſſue, then *In Truſt* that my ſaid Truſtees, and the Survivor of them, his Heirs and Aſſigns, do and ſhall pay the Rents, Iſſues and Profits of the ſaid laſt mentioned undivided third Part of the ſaid Manors, Lands and Premiſſes ſo to be purchaſed as aforeſaid, into the proper Hands of my ſaid Daughters *S.* and *E.* during their reſpective natural lives (or permit and ſuffer my ſaid Daughters *S.* and *E.* to receive the ſame) Share and Share alike, for the like Uſes and under the ſame Conditions and Reſtrictions, to all Intents and Purpoſes, as the whole Rents, Iſſues and Profits of all the ſaid Premiſſes ſo to be purchaſed as aforeſaid, were before to be paid to my ſaid Daughters *S. E.* and *A.* *And* as for and concerning the ſaid ſeveral undivided third Parts of the ſaid Manors, Lands and Premiſſes ſo to be purchaſed as aforeſaid, and to be limited in Truſt for the firſt and other Sons of the Bodies of my ſaid reſpective Daughters *S. E.* and *A.* upon their reſpective Deceaſes as aforeſaid, then my ſaid Truſtees, and the Survivor of them, his Heirs and Aſſigns, do and ſhall ſtand ſeiſed of the ſaid ſeveral undivided third Parts of the ſaid Manors, Lands and Premiſſes, upon the Truſts, and to and for the Intents and Purpoſes herein after mentioned and declared concerning the ſame; that is to ſay, that in Caſe my ſaid Daughter *S.* ſhall happen to die without Iſſue of her Body lawfully begotten, *Then* as to a Moiety of the ſaid undivided third Part of the ſaid Manors, Lands and Premiſſes limited in Truſt for the firſt and other Sons of the Body of my ſaid Daughter *S.* as aforeſaid, *In Truſt* for the firſt and other Sons of the Body of my ſaid Daughter *E.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch firſt and other Sons lawfully iſſuing in Tail Male ſucceſſively; the Elder of ſuch Sons and the Heirs Male of his Body to take before the Younger of ſuch Sons and the Heirs Male of his and their Bodies; *And* for Default of ſuch Iſſue, then *In Truſt* for all and every the Daughter and Daughters on the Body of my ſaid Daughter *E.* lawfully begotten, or to be begotten, equally to be divided between them, if more than one, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing; *And* as to the other Moiety of the ſame undivided third Part of the ſaid Manors, Lands and Premiſſes ſo limited in Truſt for the firſt and other Sons of the Body of my ſaid Daughter *S.* as aforeſaid, *In Truſt* for the firſt and other Sons

And as for the undivided Thirds after the Deceaſes of *S. E.* and *A.* then Truſtees ſhall ſtand ſeiſed thereof, that in Caſe *S.* ſhall die without Iſſue, then as to a Moiety of the Third limited in Truſt for her firſt and other Sons, in Truſt for the firſt and other Sons of *E.* in Tail Male.

Remainder for her Daughters.

And as to the other Moiety of the Third limited in Truſt for the firſt and other Sons of *S.* in Truſt for the firſt and other Sons of *A.* in Tail Male.

on the Body of my ſaid Daughter *A.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch firſt and other Sons lawfully iſſuing in Tail Male ſucceſſively; the Elder of ſuch Sons and the Heirs Male of his Body to take before the Younger of ſuch Sons and the Heirs Male of his and their Bodies;

Remainder for her Daughters.

*And* for Default of ſuch Iſſue, then *In Truſt* for all and every the Daughter and Daughters, on the Body of my ſaid Daughter *A.* lawfully begotten, or to be begotten, to be equally divided between them, if more than one, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing;

In Caſe *E.* dies without Iſſue, then as to a Moiety of the Third limited in Truſt for her firſt and other Sons, in Truſt for the firſt and other Sons of *S.* in Tail Male.

*And* in Caſe my ſaid Daughter *E.* ſhall happen to die without Iſſue on her Body lawfully begotten, or to be begotten, then as to a Moiety of the ſaid undivided third Part of the ſaid Manors, Lands and Premiſſes limited in Truſt for the firſt and other Sons of the Body of my ſaid Daughter *E.* as aforeſaid, *In Truſt* for the firſt and other Sons on the Body of my ſaid Daughter *S.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt and other Sons lawfully iſſuing in Tail Male ſucceſſively; the Elder of ſuch Sons and the Heirs Male of his Body to take before the Younger of ſuch Sons and the Heirs Male of his and their Bodies;

Remainder for her Daughters.

*And* for Default of ſuch Iſſue, then *In Truſt* for all and every the Daughter and Daughters, on the Body of my ſaid Daughter *S.* lawfully to be begotten, equally to be divided between them, if more than one, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing;

And as to the other Moiety of the Third limited in Truſt for the firſt and other Sons of *E.* in Truſt for the firſt and other Sons of *A.* in Tail Male.

*And* as to the other Moiety of the ſame undivided third Part of the ſaid Manors, Lands and Premiſſes limited in Truſt for the firſt and other Sons of the Body of my ſaid Daughter *E.* as aforeſaid, *In Truſt* for the firſt and other Sons on the Body of my ſaid Daughter *A.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch firſt and other Sons lawfully iſſuing in Tail Male ſucceſſively; the Elder of ſuch Sons and the Heirs Male of his Body to take before the Younger of ſuch Sons and the Heirs Male of his and their Bodies;

Remainder for her Daughters.

*And* for Default of ſuch Iſſue, then *In Truſt* for all and every the Daughter and Daughters on the Body of my ſaid Daughter *A.* lawfully begotten, or to be begotten, equally to be divided between them, if more than one, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing; *And* in Caſe my ſaid Daughter *A.* ſhall happen to die without Iſſue on her Body lawfully begotten, or to be begotten; then as to a Moiety of the ſaid undivided third Part of the ſaid Manors, Lands and Premiſſes limited in Truſt for the firſt and other Sons on the Body of my ſaid Daughter *A.* as aforeſaid, *In Truſt* for the firſt and other Sons on the Body of my ſaid Daughter *S.* lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt and other Sons lawfully iſſuing in Tail Male ſucceſſively; the Elder of ſuch Sons and the Heirs Male of his Body to take before the Younger of ſuch Sons and the Heirs Male of his and their Bodies; *And* for Default of ſuch Iſſue, then *In Truſt* for all and every the Daughter and Daughters on the Body of my ſaid Daughter *S.* lawfully to be begotten, equally to be divided between them, if more than one, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing; *And* as to the other Moiety of the ſame undivided third Part of the ſame Manors, Lands and Premiſſes limited in Truſt for the firſt and other Sons of the Body of my ſaid Daughter *A.* as aforeſaid, *In Truſt* for the firſt and other Sons on the Body of my ſaid Daughter *E.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch firſt and other Sons lawfully iſſuing in Tail Male ſucceſſively; the Elder of ſuch Sons and the Heirs Male of his Body to take before the Younger of ſuch Sons and the Heirs Male of his and their Bodies; *And* for Default of ſuch Iſſue, then *In Truſt* for all and every the Daughter and Daughters on the Body of my ſaid Daughter *E.* lawfully begotten, or to be begotten, equally to be divided between them, if more than one, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing; *And* for Default of all ſuch Iſſue of my ſaid reſpective Daughters *S. E.* and *A.* then as to all the ſaid Manors, Lands and Premiſſes ſo to be purchaſed as aforeſaid, *In Truſt* for the Right Heirs of the Survivor of my ſaid three Daughters *S. E.* and *A.* *In which* ſaid Settlement and Conveyance ſo to be made, ſhall be contained

In Caſe *A.* dies without Iſſue, then as to a Moiety of the Third limited in Truſt for her firſt and other Sons, in Truſt for the firſt and other Sons of *S.* in Tail Male.

Remainder for her Daughters.

And as to the other Moiety of the Third limited in Truſt for the firſt and other Sons of *A.* in Truſt for the firſt and other Sons of *E.* in Tail Male.

Remainder for her Daughters.

Remainder for the Heirs of the Survivor of *S. E.* and *A.*

In the Settlement are to be contained proper Covenants, &c.

ſuch proper Covenants, Proviſoes, Powers and Agreements, as Counſel learned in the Law ſhall adviſe and direct; as alſo ſuch other Proviſoes, Covenants and Agreements, in Reſpect to the Indemnifying Truſtees againſt Anſwering for any more Money, than what they ſhall actually reſpectively receive, and that one Truſtee ſhall not be anſwerable for the other, or for the Acts, Receipts or Defaults of the other, but each for his own reſpective Act, Receipt and Default only:

Until a Purchaſe can be found, Truſtees are to put Teſtator's ſame Reſidue of his Teſtamentary Part out at Intereſt.

*Provided* always, and my Mind and Will is, that until ſuch convenient Purchaſe or Purchaſes can be found to the Good-liking of the Truſtees, and the Survivor of them, his Executors and Adminiſtrators, that my ſaid Truſtees, and the Survivor of them, his Executors and Adminiſtrators, do and ſhall lend out and diſpoſe of the ſame Reſidue of my ſaid Teſtamentary Part or Share, or any Part thereof, upon ſuch good Security, or in the Purchaſe of Parliamentary Funds, Stock or Stocks, *South-Sea* or *Eaſt-India* Bonds, as ſhall be approved by my ſaid Truſtees, or the Survivor of them, his Executors or Adminiſtrators, for Intereſt or other Profit;

The Intereſt to be paid to ſuch Perſons as the Rents of the Premiſſes, if ſuch Purchaſe and Settlement had been made, would belong.

all ſuch Intereſt, Dividends and Profit from Time to Time to be diſpoſed and paid unto and for the Benefit of ſuch Perſon and Perſons (or permit and ſuffer ſuch Perſon and Perſons to receive the ſame under the ſame Powers and Reſtrictions, in every Reſpect as the Rents and Profits of the ſaid Manors, Hereditaments and Premiſſes, if ſuch Purchaſe or Purchaſes, and ſuch Settlement and Conveyance had been made as aforeſaid, from Time to Time, would go and belong by the Limitations and Truſts thereof, as in this my Will is before mentioned and declared, or as near as the Death of Parties will admit.

If any of the Principal Money ſhall be paid in, Truſtees to lend out the ſame again.

*And* my further Will is, that in Caſe any of the ſaid Principal Money, ſo to be lent out and diſpoſed of as aforeſaid, ſhall be paid in; then and in ſuch Caſe ſo often happening, my ſaid Truſtees, and the Survivor of them, his Executors and Adminiſtrators, do and ſhall lend out and diſpoſe of the ſame (or ſuch Part thereof as ſhall be paid in) in the like Manner, and ſubject to the ſame Truſts, Proviſoes, Powers, Declarations and Agreements, as the ſame were ſubject unto before paid in;

Securities to be taken in the Truſtees Names.

*And* that all ſuch Purchaſes and Stocks and other Securities ſhall be made and taken in the Names of my ſaid Truſtees and the Survivor of them, his Executors and Adminiſtrators, but under the ſame Truſts, and ſubject to the like Powers, Proviſoes, Reſtrictions and

Declarations in every Reſpect, as concerning the ſaid Manors, Lands and Hereditaments are herein before mentioned and declared, and no others.

*And whereas* I have not given my Daughter *B.* (the only Child I have by my preſent Wife) any Part or Share of my Teſtamentary Part; and the Reaſon why I have not is, becauſe her Mother (my Wife) will have it in her Power to provide for her, and make her more than equal to any other of my Daughters; *And* in Caſe my Wife ſhall be pleaſed within ſix Months after my Deceaſe to make a Settlement on, or Proviſion for her ſaid Daughter *B.* to make her equal to my other Daughters, then I deviſe the Guardianſhip of my ſaid Daughter *B.* to her ſaid Mother: But if my ſaid Wife ſhall refuſe or neglect to make ſuch Settlement within the Time aforeſaid, then and in either of the ſaid Caſes, I give the Guardianſhip of my ſaid Daughter unto my Executors herein after named. *I direct* that my ſaid Daughter *B.* ſhall have 60 *l.* a Year allowed her out of the Intereſt made of her Orphanage Share, for her Maintenance and Education till ſhe comes to the Age of twenty-one Years; and that the Overplus of her Fortune be laid out by my Executors for her Benefit and Advantage, to be paid her Fortune at the Age of twenty-one Years. *I do* hereby expreſly direct, that the Part or Share of my Daughter *E.* of the ſaid Orphanage Part be not paid to her Huſband *S. E.* till ſuch Time as he hath made a further Settlement on his ſaid Wife, and the Iſſue he may have by her, equal to the Money he ſhall receive; but in Caſe my ſaid Son *S. E.* is not able to make ſuch Settlement, then I direct my Executors to put the ſame Share or Part out at Intereſt on Government or other good Security, for the Benefit of my ſaid Daughter *E.* the Intereſt to be paid to her Huſband and her jointly, until ſuch Time as the ſaid *S. E.* ſhall fail in his Trade, or fall to decay; but in Caſe the ſaid *S. E.* ſhall, during the Life-time of the ſaid *E.* fail in his Trade, or fall to decay, that then my ſaid Executors and the Survivor of them, his and her Executors and Adminiſtrators ſhall pay the ſame Intereſt, Dividends or Profits into the proper Hands of my ſaid Daughter *E.* for the Support and Maintenance of herſelf, and the Iſſue ſhe ſhall or may happen to have by the ſaid *S. E.* her Huſband, whoſe Receipt, notwithſtanding her Coverture, ſhall be a good Diſcharge for what they ſhall ſo pay in Purſuance of this

Truſt

T[illegible]or recites that he has not given his Daughter *B.* any of his Teſtamentary Part, &c.

If Teſtator's Wife, within ſix Months after his Deceaſe, makes a Settlement on his Daughter, then he deviſes the Guardianſhip of her to her Mother.

Teſtator's Daughter *B.* to have 60 l. a Year for her Maintenance and Education, till 21, and the Overplus of her Fortune to be laid out for her Benefit, and paid to her then.

The Orphanage Part of Teſtator's Daughter *E.* not to be paid her Huſband till he has made a further Settlement on her; but if he don't make ſuch Settlement, then the Executors are to put out the ſame at Intereſt, and the Intereſt to be paid to her Huſband and her, till he fails in his Trade; and then to be paid to her.

If Teſtator's Daughter *E.* ſurvives her Huſband, and has no Iſſue, then the Executors are to pay the Principal Monies or aſſign the Securities to her.

But if ſhe dies before her Huſband, without Iſſue, the Executors are to pay the Principal Monies, or aſſign the Securities to him.

But if ſhe dies in his Life-time, leaving Iſſue, then the Principal Monies and Securities to remain in Executors Names, during the Life of ſuch Iſſue.

And one Third of the Intereſt is to be paid to *S. E.* the Huſband, and the other two Thirds to be paid for the Maintenance of ſuch Iſſue, during the Life of *S. E.* but at his Death, the Principal Monies and Securities to be paid and aſſigned to ſuch Iſſue.

Truſt; *And* in Caſe the ſaid *E.* ſhall ſurvive the ſaid *S. E.* her Huſband, having no Iſſue of her Body by him begotten, living at the Deceaſe of the ſaid *S. E.* or after having ſuch Iſſue, all ſuch Iſſue ſhall happen to die in the Life-time of the ſaid *E.* that then my ſaid Executors, and the Survivor of them, his or her Executors or Adminiſtrators, ſhall, within twelve Months next after the Deceaſe of the ſaid *S. E.* without Iſſue on the Body of the ſaid *E.* begotten as aforeſaid, or having ſuch Iſſue, all ſuch Iſſue ſhall be dead without Iſſue, pay the ſaid Principal Monies, or aſſign and transfer the Securities whereon the ſame ſhall be placed, to and for the ſole Uſe and Benefit of my ſaid Daughter *E.* her Executors and Adminiſtrators: But if my ſaid Daughter *E.* ſhall die before the ſaid *S. E.* her Huſband, leaving no Iſſue on her Body by him begotten, then my Will is, that my ſaid Executors, and the Survivor of them, his or her Executors or Adminiſtrators, do pay the ſaid Principal Monies, or aſſign and transfer the ſaid Securities whereon the ſame ſhall be placed, to my ſaid Son *S. E.* to and for his own Uſe: *But* if it ſhall happen that my ſaid Daughter *E.* ſhall die in the Life-time of the ſaid *S. E.* her Huſband, leaving Iſſue by him on her Body begotten, then my Will is, that the ſaid Principal Monies, and Securities whereon the ſame ſhall be placed, ſhall remain in the Names of my ſaid Executors and the Survivor of them, his or her Executors, during the Life of the Child and Children by him begotten on the Body of my ſaid Daughter *E.* *And* that they pay one third Part of the Intereſt thereof to the ſaid *S. E.* for his own Uſe, and the other two third Parts thereof be paid and applied for the Maintenance and Support of ſuch Child and Children, during the Life of the ſaid *S. E.* but at the Death of the ſaid *S. E.* my Will is, that all the ſaid Principal Monies, and the Securities whereon the ſame ſhall be placed, be paid and aſſigned to and amongſt ſuch Child and Children, if more than one, equally, Share and Share alike; and if but one ſuch Child, then to be paid or aſſigned to ſuch only Child.

Power for the Executors to part with any Part of the Principal Monies to advance the ſaid *S. E.* in his Trade.

*Provided* always, and my Will is, that in Caſe my Executors ſhall think it convenient to part with any Part of the ſaid Principal Monies to advance my ſaid Son *S. E.* in the Way of his Trade, and it ſhall appear to be for the Advantage of his Family, it ſhall and may be lawful for, and I do hereby authorize my ſaid Executors, and the Survivor of them, his or her Executors, ſo to do; any Thing in this my Will contained to the contrary thereof in any wiſe notwithſtanding.

Teſtator gives his Freehold Houſes to Truſtees, in Truſt for them to receive and pay the Rents to his Daughter *E.* or permit her to receive the ſame for her Life, for her ſeparate Uſe.

*I give* and Deviſe all thoſe my Freehold Houſes in, *&c.* unto the ſaid *C. D.* and *E. F.* and their Heirs for ever, *In Truſt* that they ſhall receive and pay the whole Rents and Profits thereof, into the proper Hands of my ſaid Daughter *E.* the Wife of the ſaid *S. E.* (or permit and ſuffer her to receive the ſame) for and during the Term of her natural Life, for her own private ſeparate Uſe and perſonal Expence, with which or any Part thereof the ſaid *S. E.* or any after-taken Huſband ſhall not any way intermeddle, or have any controuling or diſpoſing Power thereof, nor ſhall the ſame be liable to the Debts, Engagements or Demands of the ſaid *S. E.* or any after-taken Huſband; but the Receipt of my ſaid Daughter *E.* whether ſole or under Coverture, ſhall be to my ſaid Truſtees, and the Survivor of them, his Heirs and Aſſigns, or to the Perſon and Perſons ſo paying the ſame, a good, full and effectual Diſcharge to all Intents and Purpoſes whatſoever; *And* from and after the Deceaſe of my ſaid Daughter *E.* then my ſaid Truſtees, and the Survivor of them and his Heirs, ſhall ſtand ſeiſed of the ſaid laſt mentioned Houſes, upon the Truſts, and to and for the Ends and Purpoſes, and ſubject to the Powers and Proviſoes herein after mentioned and declared concerning the ſame, (that is to ſay) *In Truſt* for the firſt Son on the Body of my ſaid Daughter *E.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, *Then in Truſt* for the ſecond Son on the Body of my ſaid Daughter *E.* begotten, or to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, *Then in Truſt* for the third, fourth, fifth, ſixth and ſeventh Son and Sons, and all and every other Son and Sons on the Body of my ſaid Daughter *E.* lawfully begotten or to be begotten, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and the reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons and the Heirs Male of his

After the Deceaſe of the ſaid *E.* the Truſtees are to ſtand ſeiſed of the ſaid Houſes, in Truſt for her firſt and other Sons in Tail Male.

Remainder to the Daughters of *E.*

Remainder to Teſtator's Daughters *S.* and *A.*

Remainder in Fee to the Survivor of them.

Power for the Truſtees to let Leaſes and repair the Houſes.

Truſtees or Executors not to be chargeable with more Money than they receive, &c.

his and their Bodies being always to be preferred and take before the Younger of ſuch Sons and the Heirs Male of his and their Bodies iſſuing; *And* for Default of ſuch Iſſue, then *In Truſt* for all and every the Daughter and Daughters on the Body of my ſaid Daughter *E.* lawfully begotten, or to be begotten, equally to be divided between them, if more than one, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully iſſuing; *And* in Caſe one or more of ſuch Daughters ſhall happen to die without Iſſue of her or their Bodies, then as to the Share or Shares of her or them ſo dying without Iſſue, *In Truſt* for the Survivors or Survivor, or others or other of them, equally to be divided between them, if more than one, to take as Tenants in Common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors or Survivor, or others or other of them; *And* for Default of ſuch Iſſue, then *In Truſt* for my ſaid Daughters *S. J.* and *A.* the Wife of the ſaid *D. H.* and the Heirs of their reſpective Bodies lawfully begotten, or to be begotten, to take as Tenants in Common, and not as Jointenants; *And* for Default of ſuch Iſſue, *In Truſt* for the right Heirs of the Survivor of my ſaid Daughters *S.* and *A.* *I Do* hereby impower my ſaid Truſtees, and the Survivor of them, and his Heirs, to let Leaſes of my ſaid Freehold Houſes for twenty-one Years, in Poſſeſſion, at the beſt Rent; as alſo from Time to Time out of the Rents and Profits of the ſaid Premiſſes, as they ſhall receive the ſame, the Whole, or any Part thereof, ſhall and may be expended in keeping the ſame in good Repair; my Intent being that the ſaid Houſes ſhall be kept up and always be in good and ſubſtantial Repair: *Provided* always, and my Mind and Will is, that the ſaid *C. D.* and *E. F.* and the Survivor of them, his Executors and Adminiſtrators, or my ſaid Executors, his or her Executors or Adminiſtrators, ſhall not be chargeable with or accountable for any Sum or Sums of Money of the ſaid Truſt-Monies, other than ſuch as they, either or any of them, ſhall reſpectively and actually receive, and no more, nor one of them with the Receipts or Acts of the other, but each of them with his own Act and Receipt only, and no more; and that they, and every of them, ſhall and may be ſaved harmleſs and indemnified, and deduct to themſelves out of the Rents and Profits of the ſaid Premiſſes, or out of the ſaid Truſt-

Truſt-Monies, and the Intereſt and Profits thereof, all ſuch Coſts, Charges, Damages and Expences, as they, either or any of them, ſhall or may bear, ſuſtain or be put unto, for or by Reaſon of the ſaid Truſts herein before declared, or the Execution or Management thereof, or in any ways touching or concerning the ſame: *Provided further*, that if any Sum or Sums of Money ſo to be lent out at Intereſt, or laid out in the Purchaſe of Stocks, or other Government Securities, ſhall happen to miſcarry or be loſt without their wilful Neglect, that in ſuch Caſe the ſaid *C. D. E. F.* or my Executors, or any of them, his, their or her Executors or Adminiſtrators, ſhall not be liable or chargeable with ſuch Loſs, but that ſuch Sum or Sums of Money which ſhall or may ſo happen to be loſt as aforeſaid, ſhall be a Loſs to the Perſon and Perſons for whom they are intruſted reſpectively, for or for whoſe Benefit the ſaid Monies are or ſhall be ſo laid out or ſecured as afore is mentioned; neither ſhall the ſaid *C. D.* and *E. F.* or the Survivor of them, his Heirs, Executors or Adminiſtrators, or my ſaid Executors, or either of them, his or her Executors or Adminiſtrators, or any of them, be anſwerable for any Loſs that may happen by depoſiting all or any of the reſpective Truſt-Monies in the Bank of *England* for ſafe Cuſtody. *And* I do hereby conſtitute and appoint my ſaid Son-in-law *D. H.* and my ſaid Daughter *S. J.* Executor and Executrix of this my laſt Will and Teſtament, and make the ſaid *C. D.* and *E. F.* Overſeers thereof. I do hereby revoke all former Wills by me at any Time heretofore made, and do publiſh and declare this to be my laſt Will and Teſtament. *In Teſtimony* that this is my laſt Will and Teſtament, contained in——Sheets of Paper, I have to every one of the ſaid Sheets ſubſcribed my Name, and to the Top of the firſt and Bottom of the laſt ſet my Seal this——Day of——in the Year of our Lord 1743. in the ſeventeenth Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, &c.

If any Money lent out at Intereſt be loſt without their wilful Neglect, they are not to be chargeable with ſuch Loſs, &c.

Teſtator appoints Executors.

Signed, ſealed, publiſhed and declared by the ſaid *A. B.* as and for his laſt Will and Teſtament, in the Preſence of us who have hereunto ſubſcribed our Names as Witneſſes thereunto, in the Preſence and at the Requeſt of the ſaid Teſtator.

*A Will,*

## *A Will, with Deviſe of Freehold and Copyhold Eſtates; the Freehold Teſtator deviſes in Truſt, to be ſold for Payment of his Debts and Legacies.*

*In the Name of God, Amen.* I *A. B.* of, *&c.* do make this my laſt Will and Teſtament, hereby revoking and annulling all former and other Wills by me at any Time heretofore made. *Imprimis,* I commend my Soul to my gracious and merciful Creator and Redeemer, hoping, through his Merits, for Pardon of all my Sins, and a joyful Reſurrection of my Body, which I deſire may be buried with all Privacy in my Vault at, *&c. I Do* hereby ſubject and charge all my real and perſonal Eſtate whatſoever with the Payment of all my juſt Debts which I ſhall owe at the Time of my Deceaſe, and alſo to pay to my Siſter *S. B.* what ſhall remain due to her or her Huſband, as was agreed upon their Marriage. *Alſo* I do will and deſire, that all my Eſtate and Lands lying in and near the Pariſh of *W.* in the County of *B.* may be ſold for the Payment of my Debts, and to that End I do hereby deviſe all my ſaid Eſtate and Lands in or near *W.* aforeſaid, and all my Right and Intereſt therein to *C. D.* of, *&c.* and *E. F.* of, *&c.* and to the Survivor of them, and to the Heirs of the Survivor, *In Truſt* that out of the Rents and Profits of the ſaid Eſtate till Sale, and by the Monies ariſing by the Sale thereof when ſold, they, or the Survivor of them, do pay my ſaid Debts; and I do hereby give and deviſe the Surplus of the Money ariſing by Sale of the ſaid Eſtate in or near *W.* to my deareſt Wife *M. B.* her Executors, Adminiſtrators and Aſſigns; but my Will and Deſire is, that the ſaid *C. D.* and *E. F.* and the Survivor of them, and the Heirs of the Survivor, ſhall be allowed all ſuch Coſts, Charges and Expences out of the ſaid Eſtate, as they, or either of them, ſhall be at any ways relating to the Truſt ſo repoſed in them; and for the more ſpeedy Sale of the ſaid Eſtate, I do requeſt and deſire my ſaid dear Wife to join in the Sale thereof, ſhe having an Eſtate for Life therein, and to ſell ſuch Life-Eſtate: *Alſo* I do further will and deviſe all my Eſtate and Intereſt in the Manor of *C.* and Lands and Premiſſes in the County of *S.* to the ſaid *C. D.* and *E. F.* and the Survivor of them, and to the Heirs of the Survivor, *In Truſt* that they, or the Survivor of them, and the Heirs of ſuch Survivor, do ſell the ſame, and out of the Money ariſing by ſuch Sale, or out of the Rents and Profits of the ſaid Eſtate till Sale thereof, raiſe and pay the Sum of 200 *l.* to *T. P.* of, *&c.* and afterwards to raiſe and pay the Sum of 200 *l.* to Mr. *J. T.* of, *&c.* and then to pay the Surplus Rents and Profits of the ſaid Eſtate in the ſaid County of *S.* or Money ariſing by Sale thereof as aforeſaid (after Payment of the ſaid two ſeveral Sums of 200 *l.*) to or for the Uſe and Benefit of my ſaid dear Wife, her Executors, Adminiſtrators or Aſſigns. *And whereas* I have lately purchaſed a Copyhold Meſſuage or Tenement, with a Garden and Appurtenances, at *H.* held of the Manor of *C.* which I have ſurrendered to the Uſe of my Will: *Now* I give and deviſe the ſaid Meſſuage or Tenement, with its Appurtenances, to my ſaid dear Wife *M. B.* and her Heirs for ever. *Alſo* I give to the ſaid *C. D.* and *E. F.* a Legacy of 50 *l.* each. *And laſtly,* I do give and bequeath unto my dear Wife all the Reſt and Reſidue of my real and perſonal Eſtate whatſoever, to the Uſe of my ſaid dear Wife, her Heirs, Executors and Adminiſtrators; and I do hereby make and appoint my ſaid dear Wife ſole Executrix of this my laſt Will, deſiring the ſaid Mr. *D.* and Mr. *F.* to aſſiſt her therein. *In Witneſs,* &c.

See **Bargain and Sale** 232.

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## A Codicil.

### *A Codicil to be annexed to the laſt Will and Teſtament of me* M. C. *Wife of* J. C. *of,* &c.

WHEREAS by my ſaid Will, in Caſe I ſhall have no Child or Children living at my Death, or in Caſe ſuch Child or Children as ſhall be living at my Death ſhall all of them die before they or any of them ſhall be married, or attain their Age or Ages of twenty-one Years, then I have given and deviſed all my real Eſtate which deſcended and came to me from my Father *J. K.* Eſq; and from my Brother the Right Honourable *K. K.* Eſq; or from either of them, (from and after the Deceaſe of my ſaid Huſband *J. C.*) unto my two Siſters *A. B.* and *E. R.* for and during the Term of their

their natural Lives, with divers Remainders over: *Now* my Will is, and I do hereby revoke, annul and make void the ſame Deviſe to my ſaid two Siſters, and all other ſubſequent Deviſes over of the ſame Eſtate. And my further Will is, and in Caſe I ſhall have no Child or Children living at my Death, or in Caſe ſuch Child or Children as ſhall be living at my Death ſhall all of them die before they or any of them ſhall be married, or attain their Age or Ages of twenty-one Years, then I do hereby give and deviſe one Moiety or Half-Part of all my ſaid real Eſtate which deſcended and came to me from my ſaid Father and Brother, or from either of them, (from and after the Deceaſe of my ſaid Huſband) unto *H. B.* Son of my ſaid Siſter *A. B.* and to the Heirs of his Body lawfully to be begotten; and for want of ſuch Iſſue, unto *J. R.* Son of my ſaid Siſter *E. R.* and to the Heirs of his Body lawfully to be begotten; and for want of ſuch Iſſue, unto the right Heirs of my ſaid Huſband *J. C.* for ever. *And* I do hereby give and deviſe the other Moiety or Half-Part of the ſame real Eſtate, from and after the Deceaſe of my ſaid Huſband *J. C.* unto the ſaid *J. R.* Son of my ſaid Siſter *E. R.* and to the Heirs of his Body lawfully to be begotten; and for want of ſuch Iſſue, unto the ſaid *H. B.* and to the Heirs of his Body lawfully to be begotten; and for want of ſuch Iſſue, unto the right Heirs of my ſaid Huſband *J. C.* for ever. *And whereas* by my ſaid Will, in Caſe I ſhall leave no Child or Children at my Death, which ſhall live to attain the ſaid Age of twenty-one Years, or be married, then out of my perſonal Eſtate I have given and deviſed unto my ſaid Siſter *A. B.* the further Sum of 500 *l.* and unto my ſaid Siſter *E. R.* the further Sum of 500 *l.* and unto the ſaid *H. B.* the Sum of 500 *l.* and unto the ſaid *J. R.* the Sum of 500 *l.* *Now* I do hereby revoke, annul and make void the ſame laſt mentioned Legacies; and I do hereby give and bequeath unto the ſaid *H. B.* the Sum of 1000 *l.* and unto the ſaid *J. R.* the Sum of 1000 *l.* to be paid to them reſpectively at their reſpective Ages of twenty-one Years, if they ſhall live to attain their ſaid Ages; but if they, or either of them, ſhall die before they attain ſuch Ages, then I do hereby declare, that the Legacy or Legacies of him or them ſo dying under Age ſhall be void; and with theſe Alterations I do hereby ratify and confirm my ſaid Will. *In Witneſs* whereof I have to this Codicil annexed to my ſaid Will ſet my Hand and Seal this——Day of, *&c.*

THE

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A Settlement of Leaſehold Eſtates after Marriage. 620

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A Settlement, by Leaſe and Releaſe, of Eſtates purchaſed by Truſtees, with Money bequeathed to them, to be laid out in purchaſing of Lands, to be ſettled, in Purſuance of a Will and Codicil, and a Decree of the Court of Chancery. 635

A Settlement by Leaſe and Releaſe, made by a Gentleman upon himſelf and his Son. 644

A Settlement by Leaſe and Releaſe, made by a Gentleman upon himſelf, a Woman and two Children. 650

A Settlement of a Leaſehold Houſe, Jewels, Plate, *&c.* See **Aſſignment**, 156.

Settlement of Copyhold. See **Surrender**, 655.

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## Wills and Codicil.

A Will of real and perſonal Eſtates. *Page* 660

A Will made by a Freeman of *London*, whereby he gives ſeveral Legacies out of the Teſtamentary Part of his perſonal Eſtate; and the Reſt he gives to Truſtees to be laid out in the Purchaſe of Lands, to be ſettled, in Truſt for three of his Daughters for their Lives, for their ſeparate Uſe; then for their Sons, Remainder for their Daughters in Tail, with Croſs Remainders; and the Teſtator deviſes Freehold Houſes to Truſtees, *&c.* 671

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A Codicil to a Will. 685

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